Administrative Services Committee Meeting Commission Chamber- 5/28/2013- 1:05 PM

ADMINISTRATIVE SERVICES

1. Review the Administrator's Report of all pay increases and promotions since January 1, 2012, to include justification for the increase and demographic. The governing authority directed the Administrator to provide this report to the Administrative Services Committee on a quarterly basis. (Requested by Commissioner Lockett) (Referred from May 13 Administrative Services Committee)

☐ Attachments

2. Discuss initiating dialogue among members of the commission-council to ascertain whether an interest exists in becoming an Age-Friendly Community. Communities participating must commit to a cycle of assessing and improving their age-friendliness. According to the federal Administration on Aging, by 2030, nearly 20% of the U. S. population will be 65 and older. Communities that adopt progressive and forward thinking public policies and urban planning models will attract and retain more residents, provide varied business opportunities to serve the older population, their families, and caregivers, and build infrastructure and policies that are friendly to all ages. An "Age-Friendly Community" entails an inclusive and accessible urban or suburban environment that encourages active and healthy aging. (AARP's Network of Age-Friendly Communities) (Requested by Commissioner Lockett) (Referred from May 13 Administrative Services Committee)

☐ Attachments

3. Approve and authorize the Administrator and Augusta Housing and Community Development Department Director to offer the newly selected candidate for the Finance Officer position (requested by HCDD) an annual salary similar to the departing Finance Officer's current annual salary.

☐ Attachments

4. Receive as information submittal of a DOT TIGER III grant application to implement planned projects resulting from the Augusta Sustainable Development Implementation Program as

☐ Attachments

funded by the previously awarded DOT TIGER II/HUD Community Challenge grant.

5. Discuss the Code of Conduct for commissioners. (Requested by Commissioner Fennoy) ☐ Attachments

6. Discuss rationale for changing the conflict of interest policy. Should changes be necessitated, task the general counsel with reviewing conflict of interest policies of other municipalities and provide search results and a recommendation to the administrative services committee for review and subsequent approval by the commission-council. (Requested by Commissioner Lockett) (Referred from May 13 Administrative Services Committee) ☐ Attachments

7. Motion to uphold denial of bid protest regarding RFP #13-145 Ambulance Services, for the Augusta Fire Department filed by Metro-Health EMS. The Procurement department has denied the request from Metro-Health EMS which stated that the Procurement Department failed to provide notice of the mandatory pre-proposal conference. ☐ Attachments

8. Discussion of downtown parking. (Requested by the Administrator) ☐ Attachments

9. Presentation by Mr. Jerry Russell regarding a provision in the procurement process which needs to be addressed pertaining to "Local Vendor" policy. ☐ Attachments

10. Presentation by Ms. Mandy Young regarding Old Davidson School Developement Plan - Davidson Senior Manor. ☐ Attachments

11. Motion to approve rotating the scheduled meeting time for all committees. (Referred from May 21 Commission meeting) ☐ Attachments

12. Motion to approve the minutes of the Administrative Services Committee held on May 13, 2013. ☐ Attachments

13. Discuss a Model Derelict and Blighted Property Ordinance and an Ordinance to impose a higher property tax rate for blighted, vacant properties. (Requested by Commissioner Fennoy) ☐ Attachments

14. Discuss the Georgia Municipal Association's Handbook for Georgia Mayors and Council Members, Fifth Edition, as relates to the "Powers ad Duties of the Mayor and Council Members." The municipal governing authority consists of the city council or city commission, and depending on the provisions of the city's charter, the mayor. The governing authority is responsible for two essential types of functions: legislative and administrative. (a) Legislative responsibilities involve setting policy for the government by enacting various ordinances, resolution, and regulations. (b) Administrative responsibilities deal with the implementation of the policies and procedures established by the governing body. In many cities, the administrative burden is too great to be borne solely by the mayor and council, so these powers are delegated to a professional manager and policies are carried out by various departments, boards, and commissions in the city. (Requested by Commissioner Lockett) (Referred from May 13 Administrative Services Committee) ☐ Attachments

15. Discuss the proposal from the Carl Vinson Institute of Government to provide organizational review services as part of the 2013 Commission Goals and Objectives. (Requested by the Administrator) (Referred from May 13 Administrative Services Committee) ☐ Attachments

16. Approve the renewal of the Rental Agreement between the Department of Driver Services and Richmond County for use by Customer Service Center #51 of office space located at 3423 Mike Padgett Highway for the period from July 1, 2013 through June 30, 2014. ☐ Attachments

17. Approve the renewal of the Rental Agreement between Augusta, Georgia and the Georgia Department of Human Services for office space for the Department of Family and Children Services located at 520 Fenwick Street for the period beginning July 1, 2013 through June 30, 2014. ☐ Attachments

18. Approve a Resolution transmitting the Draft Short-Term Work Program, 2013-18, for review by the CSRA Regional Commission. ☐ Attachments

19. Update on the South Augusta sustainable master plan/ Augusta Tomorrow master plan with John Stout and Camille Price. (Requested by Mayor Pro Tem Corey Johnson) (Referred from ☐ Attachments

May 13 Administrative Services Committee)

www.augustaga.gov

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Administrator's Report of Pay Increases and Promotions

Department: Clerk of Commission

Caption: Review the Administrator's Report of all pay increases and promotions since January 1, 2012, to include justification for the increase and demographic. The governing authority directed the Administrator to provide this report to the Administrative Services Committee on a quarterly basis. (Requested by Commissioner Lockett) (Referred from May 13 Administrative Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Nancy Morawski

From: wlockett04@comcast.net
Sent: Wednesday, March 20, 2013 9:47 AM
To: Lena Bonner; Nancy Morawski
Subject: Committee Agenda Item(s)

Clerk of Commission

Please add the following items to our next committee meeting:

(a) Discuss tasking the Administrator with soliciting the services of an employee to recruit retail businesses for those areas of Augusta not served by the Downtown Development Authority. The potential development in these areas have been stymied by not having an advocate in place. The number of rooftops coupled with the many hotels in the area would lead one to surmise that the employment of such a person would be a good sound investment.

(b) Solicit the support of the Administrator and the DBE Coordinator in formulating a plan to maximize the utilization of the Small Business Opportunity Program for Augusta Procurements by ensuring that all data to support a future disparity study is being collected and maintained. A strategic plan designed to accomplish this task need to be submitted to the Administrative Services Committee no later than June 30, 2013.

(c) Discuss early retirement incentives for eligible employees, eligibility to be determined by Administrator and approved by the Commission-Council. Streamlining operations by decreasing retirement eligible employees coupled with a reduction in benefit costs could have a positive impact on existing budget deficit. A hiring freeze would be imposed with only essential personnel being replaced, with the advance approval of theCommission-Council.

(d) Review the Administrators Report of all pay increases and promotions since January 1, 2012, to include justification for the increase and demographic. The governing authority directed the Administrator to provide this report to the Administrative Services Committee on a quarterly basis.

(e) Review the findings of the September 4, 2009 NERA (Disparity) Study prepared for Augusta-Richmond County. Discuss those corrective actions taken and prioritize those suggested actions that need to be implemented. A new funding resource must be identified to solicit a new study which will replace the current study which expires at the end of the year.

(f) Approve rotating the scheduled time for all committee meetings.

Item # 1

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Age-Friendly Community

Department: Clerk of Commission

Caption: Discuss initiating dialogue among members of the commission-council to ascertain whether an interest exists in becoming an Age-Friendly Community. Communities participating must commit to a cycle of assessing and improving their age-friendliness. According to the federal Administration on Aging, by 2030, nearly 20% of the U. S. population will be 65 and older. Communities that adopt progressive and forward thinking public policies and urban planning models will attract and retain more residents, provide varied business opportunities to serve the older population, their families, and caregivers, and build infrastructure and policies that are friendly to all ages. An "Age-Friendly Community" entails an inclusive and accessible urban or suburban environment that encourages active and healthy aging. (AARP's Network of Age-Friendly Communities) (Requested by Commissioner Lockett) (Referred from May 13 Administrative Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Administrative Services Committee Agenda (May 13, 2013)

Discuss rationale for changing the conflict of interest policy. Should changes be necessitated, task the general counsel with reviewing conflict of interest policies of other municipalities and provide search results and a recommendation to the administrative services committee for review and subsequent approval by the commission-council.

Discuss initiating dialogue among members of the commission-council to ascertain whether an interest exists in becoming an Age-Friendly Community. Communities participating must commit to a cycle of assessing and improving their age-friendliness. According to the federal Administration on Aging, by 2030, nearly 20% of the U. S. Population will be 65 and older. Communities that adopt progressive and forward thinking public policies and urban planning models will attract and retain more residents, provide varied business opportunities to serve the older populations, their families, and caregivers, and build infrastructure and policies that are friendly to all ages.

An "Age-Friendly Community" entails an inclusive and accessible urban or suburban environment that encourages active and healthy aging. (AARP's Network of Age-Friendly Communities)

Approve rotating the scheduled meeting time for all committees.

Discuss the Georgia Municipal Associations Handbook for Georgia Mayors and Council Members, Fifth Edition, as relates to the "Powers and Duties of the Mayor and Council Members."

The municipal governing authority consists of the city council or city commission, and depending on the provisions of the city's charter, the mayor. The governing authority is responsible for two essential types of functions: legislative and administrative.

- **(a) Legislative responsibilities involve setting policy for the government by enacting various ordinances, resolutions, and regulations.**
- **(b) Administrative responsibilities deal with the implementation of the policies and procedures established by the governing body. In many cities, the administrative burden is too great to be borne solely by the mayor and council, so these powers are delegated to a professional manager and policies are carried out by various departments, boards, and commissions in the city.**

Administrative Services Committee Meeting
5/28/2013 1:05 PM
AHCDD (Finance Officer) - Annual Salary Approval & Authorization

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Department: Housing and Community Development Department (AHCDD)

Caption: Approve and authorize the Administrator and Augusta Housing and Community Development Department Director to offer the newly selected candidate for the Finance Officer position (requested by HCDD) an annual salary similar to the departing Finance Officer's current annual salary.

Background: This is an upper level Manager Position in the Housing and Community Development Department that is vitally critical to the day to day financial operations of the department. This position must keep the City of Augusta/HCDD in compliance with the U.S. Department of Housing and Urban Development's (HUD's) requirements through various systems including IDIS, DRGR and LOCCs. The accounting records of the HCDD directly impact the accuracy of the financial records of the City of Augusta and must be accurate at all times. The principal duties and responsibilities include: establishing and monitoring the financial management system; providing effective control over and accountability for all funds, property, and other assets, within the guidelines of supervisory instruction, federal and state laws, local government codes, and department policies and procedures; reports to Director or other designated person and works with public accountants, federal agencies, sub-recipients, co-workers, and the public to ensure compliance with regulations governing the use of federal funds and provides accountability to the public and other users of financial information. The Job Grade is 53 with a minimum-salary grade of $52,599.31. The current Finance Officer was hired prior to the policies in the current Human Resources PPM which has restricted the Administrators authority to meet the current pay within the assigned pay grade.

Analysis: The selected candidate is currently a senior auditor with over 25 years of experience in accounting and finance and has comprehensive knowledge of GAAP, GAAS, various accounting practices and advanced training in governmental accounting, auditing and financial reporting. The candidate is currently a member of an accounting firm that has successfully completed A-133 audits and has expertise in grant compliance. This candidate's

	skill/experience is commensurate with our current Finance Officer's position. However their salary requirement is greater than 10% above entry level, thus the reason for this agenda item. We seek your approval to pay this candidate an annual salary of between $70,000.00 and $73,000.00 dollars.
Financial Impact:	This is an existing (approved and included in the 2013 budget) position that if kept at the current salary will not create a financial impact of any kind.
Alternatives:	Do not approve the current request (being presented) and allow HCDD to hire a consultant (at least 32 hours per week) to handle all finance operations until a full-time Finance Officer can be hired at a new pay grade commensurate with the responsibilities of the position. The going hourly rate for a consultant will be 2-3 times the requested hourly rate for this position.
Recommendation:	Approve and authorize Administrator and Augusta Housing and Community Development's Director to offer a selected candidate for the Finance Officer position (requested by HCDD) an annual salary similar to the current Finance Officer's current annual salary.
Funds are Available in the Following Accounts:	Current HCDD approved 2013 budget.

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Application for TIGER III Implementation Grant

Department: Planning and Development

Caption: Receive as information submittal of a DOT TIGER III grant application to implement planned projects resulting from the Augusta Sustainable Development Implementation Program as funded by the previously awarded DOT TIGER II/HUD Community Challenge grant.

Background: DOT is authorized to award $473.847 million in TIGER Discretionary Grants pursuant to the Full-Year Continuing Appropriations Act, 2013 (Pub. L. 113-6, March 26, 2013). This appropriation is similar, but not identical to the appropriation for the "TIGER" program authorized and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). Because of the similarity in program structure, DOT will continue to refer to the program as ''TIGER Discretionary Grants.'' As with previous rounds of TIGER, funds for the FY 2013 TIGER program are to be awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area or a region. Augusta was previously awarded $1.8 million dollars through the DOT Tiger II/ HUD Community Challenge grants which have positioned the City of Augusta to be a strong candidate to receive project implementation dollars ranging from $10 to $50 million dollars.

Analysis: The City of Augusta was contacted by DOT officials and encouraged to apply for implementation dollars for projects planned through the Augusta Sustainable Development Implementation Program as funded by the DOT TIGER II grant awarded in 2010. The amount of implementation dollars ranges from $10 to $50 million dollars and could provide substantial improvement to the 15th Street corridor which includes 15th Street, MLK Boulevard, and Deans Bridge Road. Through rigorous community input, the City of Augusta has identified several transportation related projects that could be completed through this funding source. The money would also provide an influx of funds, capital improvement, and jobs to the local economy.

Financial Impact:	The grant program requires a 20% local match (cash and in-kind). The project budget is as follows: Total project cost = $10,000,000 DOT Funds minimum of $8,000,000 and City of Augusta funds $2,000,000 through match. Match can consist of pre-existent projects as was the case with the DOT TIGER II grant.
Alternatives:	
Recommendation:	Recieve as information application for DOT TIGER III grant.
Funds are Available in the Following Accounts:	Not Applicable

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Code of Conduct

Department: Clerk of Commission

Caption: Discuss the Code of Conduct for commissioners. (Requested by Commissioner Fennoy)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Augusta Commission Code of Conduct

- **We will represent the city in a positive manner at all times.**
- **We will respect and support the action of the council above our own views and lay aside our differences and move forward.**
- **We will respect each other as public servants elected by the people and we will communicate honestly with each other in a professional and a respectful manner keeping the public interest in mind at all times.**
- **We will hold confidences with each other.**
- **We will investigate, listen, and debate prior to taking action or making decisions.**
- **We will trust each other to speak and respect each other to listen.**
- **We will be respectful of each other's time.**
- **We will be prepared to discuss issues in an open, honest, and professional manner focusing on issues not personalities.**
- **We will stay focused on the long range direction of the city.**

Adopted this 8th day of February, 2006, by the Augusta-Richmond County Commission.

Augusta, Georgia

BY: _____
David S. Copenhaver, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission
(SEAL)

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Conflict of Interest Policy

Department: Clerk of Commission

Caption: Discuss rationale for changing the conflict of interest policy. Should changes be necessitated, task the general counsel with reviewing conflict of interest policies of other municipalities and provide search results and a recommendation to the administrative services committee for review and subsequent approval by the commission-council. (Requested by Commissioner Lockett) (Referred from May 13 Administrative Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Administrative Services Committee Agenda (May 13, 2013)

Discuss rationale for changing the conflict of interest policy. Should changes be necessitated, task the general counsel with reviewing conflict of interest policies of other municipalities and provide search results and a recommendation to the administrative services committee for review and subsequent approval by the commission-council.

Discuss initiating dialogue among members of the commission-council to ascertain whether an interest exists in becoming an Age-Friendly Community. Communities participating must commit to a cycle of assessing and improving their age-friendliness. According to the federal Administration on Aging, by 2030, nearly 20% of the U. S. Population will be 65 and older. Communities that adopt progressive and forward thinking public policies and urban planning models will attract and retain more residents, provide varied business opportunities to serve the older populations, their families, and caregivers, and build infrastructure and policies that are friendly to all ages.

An "Age-Friendly Community" entails an inclusive and accessible urban or suburban environment that encourages active and healthy aging. (AARP's Network of Age-Friendly Communities)

Approve rotating the scheduled meeting time for all committees.

Discuss the Georgia Municipal Associations Handbook for Georgia Mayors and Council Members, Fifth Edition, as relates to the "Powers and Duties of the Mayor and Council Members."

The municipal governing authority consists of the city council or city commission, and depending on the provisions of the city's charter, the mayor. The governing authority is responsible for two essential types of functions: legislative and administrative.

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Administrative Services Committee Meeting
5/28/2013 1:05 PM
Deny Bid Protest regarding RFP #13-145

Department: Procurement

Caption: Motion to uphold denial of bid protest regarding RFP #13-145 Ambulance Services, for the Augusta Fire Department filed by Metro-Health EMS. The Procurement department has denied the request from Metro-Health EMS which stated that the Procurement Department failed to provide notice of the mandatory pre-proposal conference.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

REQUEST FOR
APPEAL OF
BID PROTEST DENIAL

ANTONIO L. THOMAS
ASSOCIATED
ATTORNEYS AT LAW

POST OFFICE BOX 54867
ATLANTA, GEORGIA 30308
ANTONIOLTHOMASASSOCIATEDATTORNEYS.COM

TELEPHONE: (404) 577-2131
FACSIMILE: (404) 577-2998
EMAIL: THOM380@BELLSOUTH.NET

May 10, 2013

Kenneth S. Bray (via U.S. Mail and Facsimile 706.842.5556)
Staff Attorney
520 Greene Street
Augusta, Georgia 30901

Geri A. Sams, Director (via U.S. Mail and Facsimile 706.821.2811)
Procurement Department
530 Greene St Room 605
Augusta, Georgia 30901

RE: RFP Item: 13-145 Ambulance Services
For Augusta, Georgia - Fire Department

NOTICE OF APPEAL TO THE COMMISSION

Dear Mr. Bray and Ms. Sams:

Based on your letter dated May 8, 2013, received in our office via Facsimile on May 9, 2013. We are hereby making notice of appeal to the commission to exhaust administrative remedy in the above matter.

Additionally, as to our request for open records your office stated it needs additional time to research and compiled the information. We are requesting a more detailed cost analysis as to the gathering of this information.

We also believe appearing before the Administrative Committee this Monday May 13, 2013 is unreasonable due to the fact that our Open Records request has not been fulfilled within the (3) three days allowed under law. Additionally, we would like to provide a package to the commission outlining the evidence we have showing that we were not in receipt of an RFP when it was said to have been mailed back on March 21, 2013.

Therefore we are making **NOTICE OF APPEAL** and a **STAY** to the matter of the RFP 13-145 until our client has exhausted its administrative process under the Augusta, GA Code.

Respectfully submitted,
ANTONIO L. THOMAS ASSOCIATED

Antonio L. Thomas,
Attorney for Metro Health EMS

2013 May 10 16:18 Antonio L Thomas 4043445387 p.2

PROTEST DENIAL LETTER

Procurement Department

Mrs. Geri Sams, Director

May 8, 2013

PRIORITY MAIL/FAXED (404)591-0697
2312 0200 0000 1626 2793

S. Potter, Attorney
Law Office of Melvin Robinson P.C.
230 Peachtree St. NW, Suite 900
Atlanta, GA 30303

Ref: RFP Item: 13-145 Ambulance Services
For Augusta, Georgia – Fire Department

Dear Ms. Potter:

We are in receipt of the bid protest of Metro-Health EMS in reference to RFP 13-145, Ambulance Services for the Augusta, Georgia – Fire Department. The protest contains on the following allegations: (i) Metro-Health EMS's failure to receive notice of a mandatory pre-bid conference that was held on April 26, 2013 and (ii) that Metro-Health EMS was not sent a bid package that contained the mandatory pre-conference information.

For the reasons provided below the protest of Metro-Health EMS is denied. The protest letter alleged that Augusta violated Metro-Health EMS's due process rights by failing to provide notice of the mandatory pre-bid conference. Mr. Kunin stated that on May 1, 2013 Metro-Health EMS received the RFP Bid package in a binder notebook, which was the first mailing he received from the Augusta Procurement Department. This mailing was allegedly postmarked on April 30, 2013. Accordingly, pursuant to Section 1.5(C) of the RFP, he is requesting a stay of the procurement process during the pendency of this protest. Please allow me the opportunity to address your concerns.

The Procurement Department has carefully reviewed your submittal and the requirements of the Augusta, Georgia bidding process. The RFP specifications clearly state under Section 2.6 Sealed Proposals:

(a) Conditions for use. The competitive sealed proposals method may be utilized when the Augusta, Georgia Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta, Georgia. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta, Georgia. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(b) Request for proposals. Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) Public notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10-50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) Pre-proposal conference. A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)(Public Notice and Bidder's List). No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors. Note: IN THE EVENT OF A MANDATORY PRE-BID CONFERENCE ALL INTERESTED VENDORS MUST ATTEND.

Pursuant to AUGUSTA, GA CODE SECTION 1-10-50(c)(Public notice and bidder's list). Adequate public notice of the invitation for bids shall be given in reasonable time, not less than ten (10) working days prior to the date set forth therein for the receipt of bids.

(1) Public works type contracts with values that equal or exceed one-hundred thousand dollars ($100,000), shall be advertised at least once weekly for at least four (4) weeks prior to opening of bids.

(2) Public notice shall include publication for three (3) days within a ten (10) day period in the legal gazette or newspaper. The public notice minimally shall state the place, date, and time of pre-bid conference and/or bid opening, where specification documents may be obtained, and a brief description of the purchase or sale.

(3) The Procurement Director shall also directly solicit sealed bids from all responsible prospective suppliers whose names appear on the Augusta, Georgia Bidders' List which the Procurement Director shall maintain.

Pursuant to the AUGUSTA, GA CODE and Section 2.6 of the RFP specifications, the public notice for RFP 13-145 Ambulance Services was advertised as follows: in the Augusta Chronicle on March 21, March 28 April 4, April 11, April 18, and April 25, 2013; in the Metro Courier on March 27, 2013; on the DemandStar website on March 21, 2013; and on the Georgia Procurement Registry website on March 21, 2013. In addition, the RFP was placed on the Augusta, Georgia Website under the Procurement Department on March 21, 2013. The RFP specification packages were sent out to all vendors whose names appeared on the Augusta, Georgia Bidders' List. Metro-Health EMS was included in the list of names provided on the Bidders List. (See Attached) Augusta, Georgia also has records indicating that a copy was sent to the same location on April 30, 2013 pursuant to a verbal request to the Procurement Department. (See Attached). Therefore, based on the foregoing information and in accordance with the AUGUSTA, GA CODE, Augusta has provided the required notice of the requirements of the specifications of RFP 13-145.

Based on the fact that your client did not attend the Mandatory Pre-Proposal Conference, if a proposal package in reference to RFP 13-145 were to be submitted by Metro-Health EMS, it would be deemed as non-compliant.

If you would like to pursue your request further, AUGUSTA, GA. CODE §§1-10-84, 1-10-85 and 1-10-86 allows you the opportunity to appeal the decision of the Procurement Director within five (5) days as set forth below:

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies. Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

We would like to thank you for your interest in doing business with Augusta, Georgia and look forward to your company participating in future business opportunities. Please do not hesitate to contact us at (706) 821-2422 at any time when you have a concern and are preparing for a future submission.

Sincerely,

Geri A. Sams, Director
Procurement Department

GAS/nw

Attachments

cc: Andrew G. Mackenzie, General Counsel, Augusta, Georgia
Fred Russell, Administrator Augusta, Georgia
Tameka Allen, Deputy Administrator Augusta, Georgia
Kenneth S. Bray, Staff Attorney, Augusta, Georgia
Jody M. Smitherman, Staff Attorney, Augusta, Georgia
Chris James, Chief Augusta Fire Richmond County Department
Dominick Nutter, Director – 911

MIKE COLLINS
FALCK USA
21540 30TH DRIVE SE STE 250
BOTHELL, WA 98021

ERIK SWITZER
PARAMEDICS PLUS
352 GLENWOOD
TYLER, TX 75702

ED VANHORNE
AMERICAN MEDICAL RESPONSE DBA
DEKALB EMS
1380-D BEVERAGE DRIVE
STONE MOUNTAIN, GA 30083

RON CRAIG
EMS VENTURES DBA RURAL METRO EMS
250 HEMBREE PARK DR STE 112
ROSWELL, GA 30076

DANNY PLATT
FALCK US LIFESTAR RESPONSE
3710 COMMERCE DR STE 1006
HALETHORPE, MD 21227

CHRIS CIRILLO
AMERICAN MEDICAL RESPONSE DBA
DEKALB EMS
12020 INTRAPLEX PARKWAY
GULFPORT, MS 39503

DEVAN SEABAUGH
METRO ATLANTA AMBULANCE
595 ARMSTRONG STREET
MARIETTA, GA 30060

DAVID LINDBERG
RURAL/METRO EMS VENTURA INC
9221 E VIA DE VENTURA
SCOTTSDALE, AZ 85258

L RIDDICK-SEALS
GOVLINK
100 PEACHTREE ST STE 1900
ATLANTA, GA 30303

BILL COMPTON
GRADY EMS
745 MEMORIAL DRIVE
ATLANTA, GA 30316

MATTHEW HICKS
GRADY HEALTH SYSTEM
80 JESSE HILL JR DRIVE
ATLANTA, GA 30303

HAL GENTRY
CENTRAL EMERGENCY MEDICAL
SERVICES
205 HEMBREE PARK DR STE 100
ROSWELL, GA 30534

ERNIE DOSS
RURAL/METRO
1220 WEST WHEELER PARKWAY STE K
AUGUSTA, GA 30909

THOMAS SCHNEIDER
GOLDCROSS
PO BOX 14848
AUGUSTA, GA 30919

THOMAS SCHNEIDER
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4328 WHEELER ROAD
MARTINEZ, GA 30907

B. DIERKING OR REPRESENTATIVE
AMERICAN MEDICAL RESPONSE
3539 CHURCH ST UNITS 1-B
CLARKSTON, GA 30021

JOHN ARNOLD OR REPRESENTATIVE
UNIVERSITY HOSPITAL
1350 WALTON WAY
AUGUSTA, GA 30901

MARTHA GARNER OR REPRESENTATIVE
DOCTORS HOSPITAL
3651 WHEELER ROAD
AUGUSTA, GA 30909

ELIJAH LIGHTFOOT
STONEY MEDICAL SOCIETY
1021 LANEY WALKER BOULEVARD
AUGUSTA, GA 30901

B LAMONT DOYLE
METRO HEALTH EMS
230 PEACHTREE ST STE 900
ATLANTA, GA 30303

LEWIS MASSEY
MASSEY, WATSON, BOWERS & HEMBREE
30 IVAN ALLEN JR. BLVD NW
ATLANTA, GA 30308

TROY BOOKER SR
PRIORTIY CARE AMBULANCE SERVICE
101 11TH STREET
AUGUSTA, GA 30901

BOBBY PEARDON
LIFEGUARD AMBULANCE
4340 AVALON BOULEVARD
MILTON, FL 32583

Chris James
Augusta Fire Department

ominick Nutter
11 Center

Jody Smitherman
Law Department

Yvonne Gentry
LSB

nb nce Services
F 145
Augusta Fire Department
P Due: Tue 5/28/13 @ 3:00 p.m.

Mailed 3/21/13

BIDDERS LIST

D ITEM # 13-145 COST $ 0

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	LIFEGUARD AMBULANCE ATTN: BOBBY PEARDON 4340 AVALON BOULEVARD MILTON FL 32583 850-393-1736-CELL 850-626-0076-FAX 850-983-3000-MAIN		3/27/13		SP	U.S. Mail
2						
3	Lifeguard Ambulance Attn: Leslie Bowman 4340 Avalon Boulevard Milton, FL 32583	Phone 850-983-3000 Fax Cell 850-776-2318	4/2/13		DW	U.S. mail
4						
5	ATTN: LEWIS MASSEY MASSEY, WATSON, BOWERS, & HEMBREE 4060 BLUE IRIS HOLLOW NORCROSS, GA 30092	ph 404-783-9362	4/12		PJ	US mail
6						
7	B LAMONT DOYLE METRO HEALTH EMS 230 PEACHTREE ST STE 900 ATLANTA, GA 30303	Remailed	4/30/13	W/ Addendum #1	SP	U.S. Mail
8						
9						
10						
1						
2						

Item # 7

BID PROTEST

Item # 7

Law Office of Melvin Robinson P.C.

ATTORNEY and COUNSELOR AT LAW

230 Peachtree St. NW Suite 900
Atlanta, Georgia 30303

Office: (404) 591-0696
Fax: (404) 591-0697

Please deliver this facsimile immediately to:

NAME: Geri Sams, Director
FAX NO: 706-821-2811
TELE NO: 706-821-2422
PAGE(S): 2
DATE: 05-01-2013
FROM: S. Potter, Atty

[X] Please Review
[ ] As You Requested
[ ] Please Call Me
[ ] As we Discussed
[ ] For your Comments
[ ] For you Information
[X] Reply/Action Required
[ ] Other (see below)

RE: Request RFP-13-145 – C/O Metro-Health EMS

Copy of this fax [ ] will [ ] will Not Be send to you by mail

Please note a formal Notice of Protest will be filed on tomorrow.
SP. Atty

Confidentiality Notice: The information contained in this facsimile id legally protected information intended only for the use of the individual or entity name above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received the communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service.

May 1, 2013

Ms. Geri Sams, Procurement Director
Augusta Richmond County Procurement Department
530 Greene Street, Room 605
Augusta, GA 30901

RE: (Protest) Notice of Exclusion from Mandatory Pre-Bid Conference and Denial of Bid Application Package, Request for Proposal No. 13-145, Ambulance Services for Augusta Fire Department

Dear Director Sams:

On behalf of Metro-Health EMS we are hereby filing a protest for failure to receive notice of a mandatory pre-bid conference that was held on April 26, 2013. We are also filing a protest that Metro-Health EMS was not sent a bid package RFP that contained the mandatory pre-conference information. This policy of excluding Metro-Health EMS is a violation of due process of law.

On May, 1, 2013, Metro-Health EMS received the first mailing from your Department that was the RFP Bid package in a binder notebook. This mailing was postmarked of April 30, 2013. We are requesting a stay of the procurement process as to this RFP during the pendency of this protest pursuant to the City of August-Richmond County Code, 1.5(C) (Procurement Policies).

Very truly yours,

_/s/ Joab Kunin

Joab Kunin, Vice President of Operations
Metro-Health EMS

ANTONIO L. THOMAS ASSOCIATED
Attorneys At Law
230 Peachtree Street N. W.
Atlanta, Georgia 30303
404-577-2131 Office
404-577-2998 Fax
thom380@bellsouth.net

Please deliver this facsimile immediately to:

NAME: Ms. Geri Sams

Telephone No.: 706-821-2422 Fax No 706-821-2811

Date: 05/03/2013 Pages 7

Operator: Patsy Olive

() Please Review (As You Requested

() Please Call Me (x) As we Discussed

() For your Comments () For your Information

() Reply/Action Required () Other (See Below)

RE: Sent By: Antonio L. Thomas

Copy of this Fax () Will (x) Will Not Be Send To You By Mail

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ANTONIO L. THOMAS
ASSOCIATED
ATTORNEYS AT LAW

POST OFFICE BOX 54867
ATLANTA, GEORGIA 30308
ANTONIOLTHOMASASSOCIATEDATTORNEYS.COM

TELEPHONE: (404) 577-2131
FACSIMILE: (404) 577-2998
EMAIL: THOM380@BELLSOUTH.NET

May 3, 2013

Ms. Geri Sams, Procurement Director
Augusta- Richmond, Georgia Procurement Department
530 Greene Street, Room 605
Augusta, GA 30901

RE: (Protest) Notice of Protest of Procurement Policies Denying Metro-Health EMS Participation from the Sealed Bid Process for Request for Proposal (RFP) No. 13-145, Ambulance Services for Augusta Fire Department

Dear Director Sams:

This law firm represents Metro-Health EMS, a prospective bidder on RFP No. 13-145 Ambulance Services for Augusta Fire Department. Metro-Health EMS is an aggrieved bidder and is filing a protest for failure to receive notice of a mandatory pre-bid conference that was held on April 26, 2013, failure to be timely sent a bid package for RFP No. 13-145, and being prohibited from submitting a bid sealed application because of failure to attend the pre-bid conference.

On May 1, 2013, Metro-Health EMS received the first mailing from the Procurement Department that was the RFP No. 13-145 Ambulance Services for Augusta Fire Department Bid package in a binder notebook. This mailing was postmarked of April 30, 2013. By filing this protest of the procurement policies this constitutes an ***automatic stay*** of the procurement process as to this RFP No. 13-145 Ambulance Services for Augusta Fire Department during the pendency of this protest pursuant to the City of Augusta-Richmond County Code, Section 1-10-50 (Sealed bids selection method) and applicable law.

This policy of excluding Metro-Health EMS from written notice of the mandatory pre-bid conference, from the timely submission of the RFP Bid documents from your Department, and the prohibition denying participation in the formal sealed bid process constitutes policy decisions that are unconstitutionally vague and overbroad in contravention of the Due Process Clauses of the Fourteenth Amendment to the United States Constitution and of the Georgia Constitution, Art.1, §1, Paragraph II. My client contends that he is not required to attend the pre-bid conference and that requiring them to do so before they may submit the formal sealed bid on the RFP violates their

230 PEACHTREE STREET, NW, SUITE 900, ATLANTA, GEORGIA 30303

First Amendment rights of speech and association as well as the right to equal protection secured by the Fourteenth Amendment.

In reviewing the applicable City of Augusta Code, Sec. 1-10-50 entitled, "Sealed bids selection method", there appears to be constitutional vagueness as to the mandatory requirement to attend the pre-bid conference as a condition precedent to submitting a sealed bid.

To avoid constitutional vagueness, a statute must provide "an ascertainable standard of guilt sufficient to enable persons of ordinary intelligence" to have fair warning of the conduct proscribed by the law. A court may avoid vagueness by means of statutory interpretation. If a statute can be read in a constitutional manner, it must be accorded that reading. Lastly, if the statute does not define its terms, the ordinary and common meanings are applied, unless there is an established technical meaning, or the legislative body intended otherwise.

Applying these tenets to the ordinance, my client has been unconstitutionally denied the right to participate in the sealed bid process pertaining to RFP No. 13-145, Ambulance Services for the Fire Department and is filing this protest.

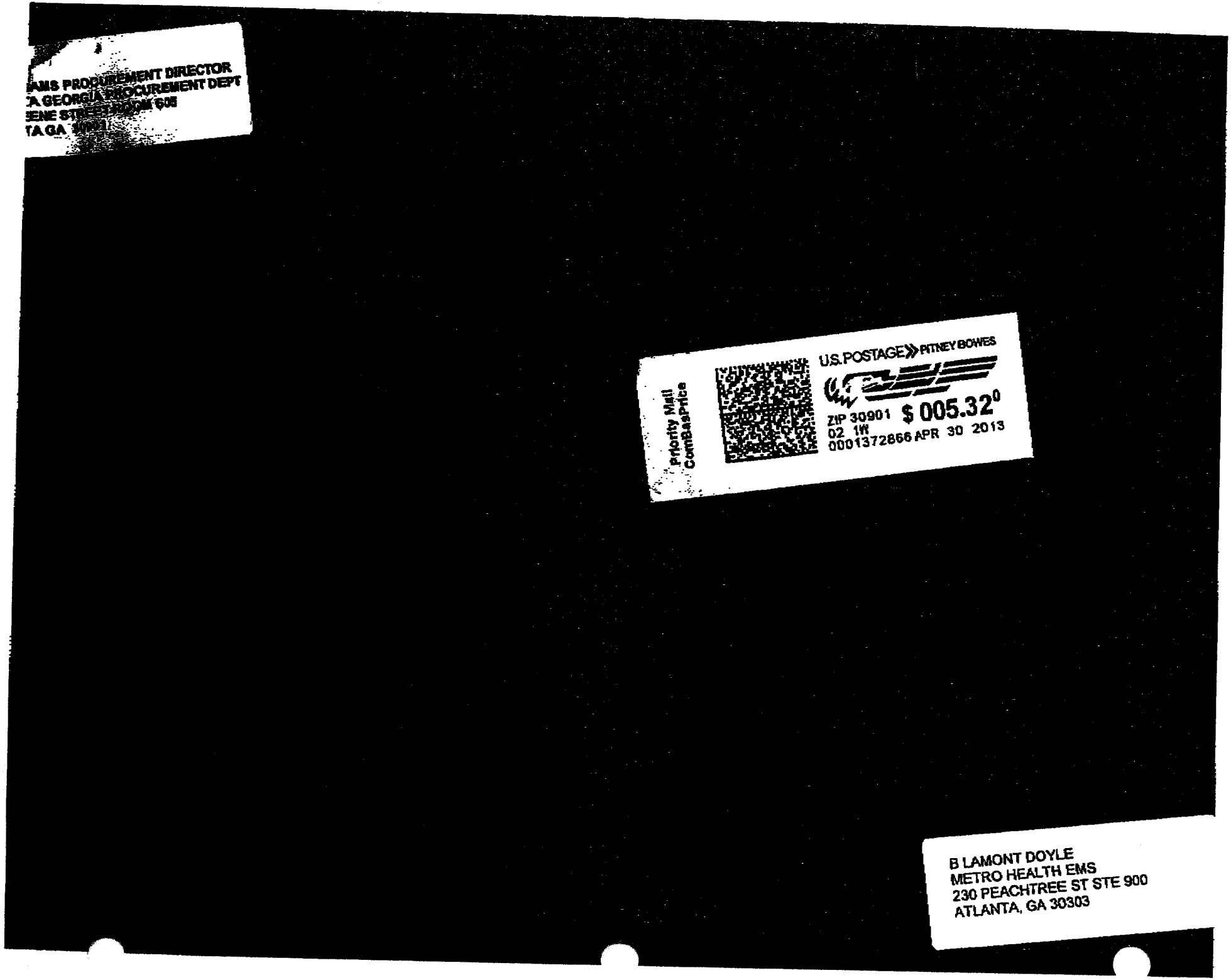
Please confirm in writing that the Augusta-Richmond, Georgia Procurement Department has placed an automatic stay on the procurement of this Request for Proposal until this matter has been resolved.

Very truly yours,

s/ ANTONIO L. THOMAS

Antonio L. Thomas, Esq.
ANTONIO L. THOMAS ASSOCIATED
Attorneys at Law
230 Peachtree Street, Suite 900
Atlanta, Georgia 30303
404-577-2131
404-577-2998 (fax)

Attachment number 1 \nPage 10



STATE OF GEORGIA :
:
COUNTY OF FULTON :

AFFIDAVIT

BEFORE ME, the undersigned duly commissioned in and for the State and County aforesaid to administer oaths, personally came and appeared Patsy Olive, who after being duly sworn, did depose and say that :

1. I am 18 years of age or older.
2. I do not suffer from any mental disorders
3. I have been a legal assistance/secretary for more than 8 years at this said of address.
4. I secure the mail for all the partners and companies located at 230 Peachtree Street Suite 900 Atlanta, GA 30303.
5. Our mail arrive in the bottom of the building at the U.S. Postal Service and is place in a small box where I go to secure the mail around 11:00 a.m. .
6. At no time between March and April 26, 2013 did I receive any type of binder or documents from Augusta Richmond County address to Metro-Health EMS or B. Lamont Doyle.

7. On May 1, 2013 at 11:55 a.m. I went to the mail box located in the bottom of the building and received a yellow large envelope address to B. Lamont Doyle, Metro Health EMS.

8. At no time prior to this date did I receive any package of this type from Augusta Richmond County and I have not been absent from work during the period of March, 2013 to April 26, 2013.

FURTHER AFFIANT SAYETH NAUGHT

Witness my hand this 3rd day of May, 2013

Patty W Oliver
AFFIANT

Signed in the presence of :

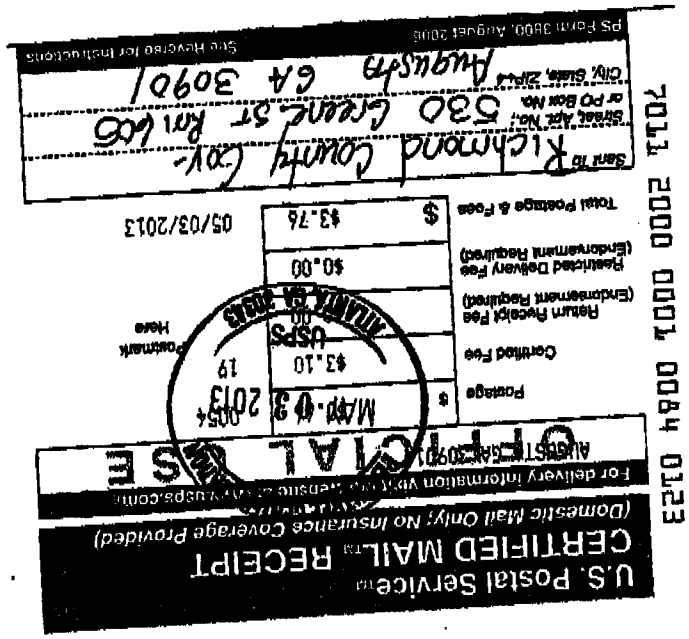
Dietrich Lee

DIETRICH LEE
Print name

SWORN TO AND SUBSCRIBED before me this 3rd day of May, 2013

Edward M Fitts
Notary Public

My commission expires:
NOTARY PUBLIC, FULTON COUNTY GA
MY COMMISSION EXPIRES DECEMBER 13, 2013



PEACHTREE CENTER FINANCE UNIT
ATLANTA, Georgia
303039996
1204440054 -0099
05/03/2013 (404)523-5057 12:55:52 PM

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price
AUGUSTA GA 30901 Zone-2			$0.66
First-Class Letter			
1.10 oz.			
Expected Delivery: Mon 05/06/13			
@@ Certified			$3.10
Label #:	70112000000100840123		
Issue PVI:			$3.76
Total:			$3.76

Paid by:
Cash $5.01
Change Due: -$1.25

@@ For tracking or inquiries go to USPS.com or call 1-800-222-1811.

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.
****
****
Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.
****
****

Bill#: 1000101034717
Clerk: 19

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business
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HELP US SERVE YOU BETTER

Go to: https://postalexperience.com/Pos

TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE

YOUR OPINION COUNTS
****
****

Customer Copy

OPEN RECORDS REQUEST

ANTONIO L. THOMAS ASSOCIATED
Attorneys At Law
230 Peachtree Street N. W.
Atlanta, Georgia 30303
404-577-2131 Office
404-577-2998 Fax
thom380@bellsouth.net

Please deliver this facsimile immediately to:

NAME: Ms. Geri Sams Law Dept

Telephone No.: 706-821-2422

Fax No 706-821-2811
706-842-5556

Pages 7

Date: 05/08/2013

Operator: Patsy Olive

() Please Review	(As You Requested
() Please Call Me	(x) As we Discussed
() For your Comments	( ) For your Information
() Reply/Action Required	( ) Other (See Below)

RE: Sent By: Antonio L. Thomas

Copy of this Fax ( ) Will (x) Will Not Be Send To You By Mail

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Item # 7

ANTONIO L. THOMAS
ASSOCIATED
ATTORNEYS AT LAW

POST OFFICE BOX 54867
ATLANTA, GEORGIA 30308
ANTONIOLTHOMASASSOCIATEDATTORNEYS.COM

TELEPHONE: (404) 577-2131
FACSIMILE: (404) 577-2998
EMAIL: THOM380@BELLSOUTH.NET

May 7, 2013

procadministrative@augustaga.gov
Geri Sams, Director
Procurement Department
Attn: Ms. N. Williams, Procurement Bid Director
City of Augusta-Richmond
530 Greene St. Room 605
Augusta, GA 30901

RE: **Open Records Request RFP Item No: 13-145**
Ambulance Services for Augusta, Georgia

Dear Director Sams:

This law firm has been retained to represent Metro-Health EMS and has filed a protest in this matter. This correspondence is an open records request. pursuant to the Georgia Open Records Law (O.C.G.A Section 50-18-70 et.seq.) (the "Law"). You are hereby requested to make available for review and copying all files, records and other documents in your possessions that refer, reflect or relate to Ambulance RFP Item No: 13-145. Please waive any costs associated with these request, or first inform the undersigned about such costs as required by law. This request includes, but is not limited to, all e-mails, documents, notes, correspondence and memoranda evidencing the following:

1. A copy of the mailing list and any other internal documents showing the method, the dates and process used to send out packages (RFP) and documents for prospective bid applicants for RFP Item No: 13-145;
2. Documents evidencing any follow-ups conducted to assure that all prospective bidders received a copy of the pre-bid procedures and the bid package for the same RFP;
3. Any additional information submitted to the proposed bidders not provided in the RFP;

230 PEACHTREE STREET, NW, SUITE 900, ATLANTA, GEORGIA 30303

Item # 7

p.2 4043445387 Antonio L Thomas 2013 May 08 11:31

4. Summary of presentations, notes, documents, and electronic recording of Procurement Department employees' presentation at the mandatory pre-bid Conference on April 26, 2013;
5. The materials that were sent to Metro-Health EMS in connection with its interest as a prospective bidder;
6. Documents showing or indicating the standard operating procedure for mailing RFP to prospective bidders which have requested to be on the list for upcoming contracts;
7. Any documents showing that the City of Augusta-Richmond County sent an RFP package to Metro-Health EMS for RFP No: 13-145, and the date of such submission;
8. Documents showing the procurement regulations requiring prospective bidders to attend the mandatory pre-bid Conference as a condition precedent for application for the bid for a procurement contract ; and
9. A copy of the Procurement regulations of the City of Augusta-Richmond Municipal Code.

As you know, the Law requires a response by you within three business days of your receipt of this letter and provides sanctions for non-compliance. As an initial matter, we are requesting to personally requesting that this issue be made available to the County Commission and place on the agenda for discussion regarding this matter.

Respectfully submitted,

ANTONIO L. THOMAS ASSOCIATED

Antonio Thomas

Item # 7

Attorney for Metro-Health EMS

2013 May 08 11:31 Antonio L Thomas 4043445387 p.3

Augusta GEORGIA

AUGUSTA LAW DEPARTMENT

DAVID S. COPENHAVER
Mayor

COREY JOHNSON
Mayor Pro Tem

ANDREW G. MACKENZIE
GENERAL COUNSEL

WAYNE BROWN
Senior Staff Attorney

KENNETH S. BRAY
JODY M. SMITHERMAN
KAYLA E. COOPER
Staff Attorneys

William Fennoy
Corey Johnson
Mary Davis
Alvin Mason
Bill Lockett
Joe Jackson
Donnie Smith
Wayne Guilfoyle
Marion Williams
Grady Smith

FREDERICK L. RUSSELL
Administrator

May 9, 2013

VIA ELECTRONIC MAIL ONLY
thom380@bellsouth.net

Antonio L. Thomas
Antonio L. Thomas Associates
230 Peachtree Street N.W.
Atlanta, GA 30303

Re: Open Records Act Request/ AB5310

Dear Mr. Thomas:

I am in receipt of your May 7, 2013 request for documents under the Georgia Open Records Request Act, O.C.G.A. § 50-18-70 *et seq.*, that was served on the Law Department of Augusta, Georgia on May 8, 2013. It is my understanding that the records you have requested are as follows:

> You are hereby requested to make available for review and copying all files, records and other documents in your possessions that refer, reflect or relate to Ambulance RFP Item No: 13-145. This request includes, but is not limited to, all e-mails, documents, notes, correspondence and memoranda evidencing the following:
>
> 1. A copy of the mailing list and any other internal documents showing the method, the dates and process used to send out packages (RFP) and documents for prospective bid applicants for RFP Item No: 13-145;
>
> 2. Documents evidencing any follow-ups conducted to assure that all prospective bidders received a copy of the pre-bid procedures and the bid package for the same RFP;
>
> 3. Any additional information submitted to the proposed bidders not provided in the RFP;

4. Summary of presentations, notes, documents, and electronic recording of Procurement Department employees' presentation at the mandatory pre-bid Conference on April 26, 2013;

5. The materials that were sent to Metro-Health EMS in connection with its interest as a prospective bidder;

6. Documents showing or indicating the standard operating procedure for mailing RFP to prospective bidders which have requested to be on the list for upcoming contracts;

7. Any documents showing that the City of Augusta-Richmond County sent an RFP package to Metro-Health EMS for RFP No: 13-145, and the date of such submission;

8. Documents showing the procurement regulations requiring prospective bidders to attend the mandatory pre-bid Conference as a condition precedent for application for the bid for a procurement contract ; and

9. A copy of the Procurement regulations of the City of Augusta-Richmond Municipal Code."

After reviewing your request, it has been determined that Augusta, Georgia may have documents or records in its possession that are responsive to your request. However, the estimated timeline for searching and compiling the information that you requested is approximately five (5) additional business days.

Pursuant to O.C.G.A. §50-18-71(b)(1)(B), §50-18-71(d), and §50-18-71(c)(2) Augusta, Georgia is authorized to charge for the costs of producing documents requested. The cost of producing the same is ten cents ($0.10) per page, as well as, a charge for the "direct administrative costs for complying with a request under this code section." You will be charged at the hourly rate of the lowest paid full-time employee who has the necessary skill and training necessary to perform the search.[1] The due to the voluminous nature of this request the direct administrative cost for compiling this information cannot be estimated at this time. Should you have any questions regarding this matter or would like to reduce the scope of your request, please contact me at: (706) 842-5550.

Sincerely,

Kenneth S. Bray
Staff Attorney

cc: Andrew G. Mackenzie, General Counsel Augusta, GA
Geri Sams, Director, Procurement Department of Augusta, GA
Sarah Hudson, Executive Assistant, Office of the Administrator

[1] However, you will not be charged for the first fifteen minutes of time spent on your request.

ANTONIO L. THOMAS ASSOCIATED
Attorneys At Law
230 Peachtree Street N. W.
Atlanta, Georgia 30303
404-577-2131 Office
404-577-2998 Fax
thom380@bellsouth.net

Please deliver this facsimile immediately to:

NAME: Ms. Geri Sams Law Dept

Telephone No.: 706-821-2422

Fax No 706-821-2811
706-842-5556

Date: 05/07/2013

Pages 7

Operator: Patsy Olive

( ) Please Review	(As You Requested
0 Please Call Me	(x) As we Discussed
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RE: Sent By: Antonio L. Thomas

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Item # 7

ANTONIO L. THOMAS
ASSOCIATED
ATTORNEYS AT LAW

POST OFFICE BOX 54867
ATLANTA, GEORGIA 30308
ANTONIOLTHOMASASSOCIATEDATTORNEYS.COM

TELEPHONE: (404) 577-2131
FACSIMILE: (404) 577-2998
EMAIL: THOM380@BELLSOUTH.NET

May 7, 2013

procadministrative@augustaga.gov
Geri Sams, Director
Procurement Department
Attn: Ms. N. Williams, Procurement Bid Director
City of Augusta-Richmond
530 Greene St. Room 605
Augusta, GA 30901

RE: **Open Records Request RFP Item No: 13-145**
Ambulance Services for Augusta, Georgia

Dear Director Sams:

This law firm has been retained to represent Metro-Health EMS and has filed a protest in this matter. This correspondence is an open records request. pursuant to the Georgia Open Records Law (O.C.G.A Section 50-18-70 et.seq.) (the "Law"). You are hereby requested to make available for review and copying all files, records and other documents in your possessions that refer, reflect or relate to Ambulance RFP Item No: 13-145. Please waive any costs associated with these request, or first inform the undersigned about such costs as required by law. This request includes, but is not limited to, all e-mails, documents, notes, correspondence and memoranda evidencing the following:

1. A copy of the mailing list and any other internal documents showing the method, the dates and process used to send out packages (RFP) and documents used to make sure distribution of the above referenced RFP package for prospective bid applicants;
2. Documents evidencing any follow-ups conducted to assure that all prospective bidders received a copy of the pre-bid procedures and the bid package;

2013 May 07 12:08 Antonio L Thomas 4043445387 p.3

3. Documents indicating the content, discussion and information provided during the Mandatory Pre-Bid Conference that was held on April 26, 2013 ;
4. Notes or documents indicating the contents of presentations or discussions at the mandatory pre-bid Conference;
5. The materials that were sent to Metro-Health EMS in connection with its interest as a prospective bidder;
6. Documents showing or indicating the procedure for mailing RFP to businesses which have requested to be on the list for upcoming contracts;
7. Any documents showing that the City of Augusta-Richmond County sent an RFP package to Metro-Health EMS for RFP No: 13-145, and the date of such submission;
8. Documents showing the procurement regulations requiring prospective bidders to attend the mandatory pre-bid Conference, as a condition precedent for application for the bid for a procurement contract ; and
9. Documents showing/identifying that the service procedure in the Augusta Richmond County procurement office mailed the (RFP) package to Metro-Health EMS.
10. Request a copy of the most recent City code on procurement and regulations as it relates to RFP and procurement issues regarding protest and compliance.

As you know, the Law requires a response by you within three business days of your receipt of this letter and provides sanctions for non-compliance. As an initial matter, we are requesting to personally requesting that this issue be made available to the County Commission and place on the agenda for discussion regarding this matter.

Respectfully submitted,

ANTONIO L. THOMAS ASSOCIATED

Antonio Thomas

Antonio L. Thomas
Attorney for Metro-Health EMS

2013 May 07 12:08 Antonio L Thomas 4043445387 p.4

Augusta GEORGIA

AUGUSTA LAW DEPARTMENT

DAVID S. COPENHAVER
Mayor

COREY JOHNSON
Mayor Pro Tem

ANDREW G. MACKENZIE
GENERAL COUNSEL

WAYNE BROWN
Senior Staff Attorney

KENNETH S. BRAY
JODY M. SMITHERMAN
KAYLA E. COOPER
Staff Attorneys

William Fennoy
Corey Johnson
Mary Davis
Alvin Mason
Bill Lockett
Joe Jackson
Donnie Smith
Wayne Guilfoyle
Marion Williams
Grady Smith

FREDERICK L. RUSSELL
Administrator

May 13, 2013

VIA ELECTRONIC MAIL ONLY
THOM380@BELLSOUTH.NET

Antonio L. Thomas
Antonio L. Thomas Associates
230 Peachtree Street N.W.
Atlanta, GA 30303

Re: Open Records Act Request/ AB5311

Dear Mr. Thomas:

I am in receipt of your May 7, 2013 request for documents under the Georgia Open Records Request Act, O.C.G.A. § 50-18-70 *et seq.*, that was served on the Law Department of Augusta, Georgia on May 8, 2013. It is my understanding that the records you have requested are as follows:

"You are hereby requested to make available for review and copying all files, records and other documents in your possessions that refer, reflect or relate to Ambulance RFP Item No: 13-145. Please waive any costs associated with these request, or first inform the undersigned about such costs as required by law. This request includes, but is not limited to, all e-mails, documents, notes, correspondence and memoranda evidencing the following:

1. A copy of the mailing list and any other internal documents showing the method, the dates and process used to send out packages (RFP) and documents used to make sure distribution of the above referenced RFP package for prospective bid applicants;

2. Documents evidencing any follow-ups conducted to assure that all prospective bidders received a copy of the pre-bid procedures and the bid package;

3. Documents indicating the content, discussion and information provided during the Mandatory Pre-Bid Conference that was held on April 26, 2013;

4. Notes or documents indicating the contents of presentations or discussions at the mandatory pre-bid Conference;

5. The materials that were sent to Metro-Health EMS in connection with its interest as a prospective bidder;

6. Documents showing or indicating the procedure for mailing RFP to businesses which have requested to be on the list for upcoming contracts;

7. Any documents showing that the City of Augusta-Richmond County sent an RFP package to Metro-Health EMS for RFP No: 13-145, and the date of such submission;

8. Documents showing the procurement regulations requiring prospective bidders to attend the mandatory pre-bid Conference, as a condition precedent for application for the bid for a procurement contract ; and

9. Documents showing/identifying that the service procedure in the Augusta Richmond County procurement office mailed the (RFP) package to Metro-Health EMS.

10. Request a copy of the most recent City code on procurement and regulations as it relates to RFP and procurement issues regarding protest and compliance."

With regard to your request we have compiled one hundred sixty seven (167) pages of information that are responsive to your request. Pursuant to O.C.G.A. §50-18-71(b)(1)(B), §50-18-71(d), and §50-18-71(c)(2) Augusta, Georgia is authorized to charge for the costs of producing documents requested. The cost of producing the same is ten cents ($0.10) per page, as well as, a charge for the "direct administrative costs for complying with a request under this code section." The total cost of producing the information, search, retrieval, and other administrative fees for the records requested under your request is sixteen dollars and seventy cents ($16.70). The total cost was requested in your initial request attached. Should you require additional information please free to contact me.

Sincerely,

Kenneth S. Bray
Staff Attorney

cc: Andrew G. Mackenzie, General Counsel Augusta, GA
Donna Williams, Director of Finance Department, Augusta, GA

Augusta GEORGIA

AUGUSTA LAW DEPARTMENT

DAVID S. COPENHAVER
Mayor

COREY JOHNSON
Mayor Pro Tem

ANDREW G. MACKENZIE
GENERAL COUNSEL

WAYNE BROWN
Senior Staff Attorney

KENNETH S. BRAY
JODY M. SMITHERMAN
KAYLA E. COOPER
Staff Attorneys

William Fennoy
Corey Johnson
Mary Davis
Alvin Mason
Bill Lockett
Joe Jackson
Donnie Smith
Wayne Guilfoyle
Marion Williams
Grady Smith

FREDERICK L. RUSSELL
Administrator

May 13, 2013

VIA ELECTRONIC MAIL ONLY
thom380@bellsouth.net

Antonio L. Thomas
Antonio L. Thomas Associates
230 Peachtree Street N.W.
Atlanta, GA 30303

Re: Open Records Act Request/ AB5310

Dear Mr. Thomas:

I am in receipt of your May 7, 2013 request for documents under the Georgia Open Records Request Act, O.C.G.A. § 50-18-70 *et seq.*, that was served on the Law Department of Augusta, Georgia on May 8, 2013. It is my understanding that the records you have requested are as follows:

> You are hereby requested to make available for review and copying all files, records and other documents in your possessions that refer, reflect or relate to Ambulance RFP Item No: 13-145. This request includes, but is not limited to, all e-mails, documents, notes, correspondence and memoranda evidencing the following:
>
> 1. A copy of the mailing list and any other internal documents showing the method, the dates and process used to send out packages (RFP) and documents for prospective bid applicants for RFP Item No: 13-145;
>
> 2. Documents evidencing any follow-ups conducted to assure that all prospective bidders received a copy of the pre-bid procedures and the bid package for the same RFP;
>
> 3. Any additional information submitted to the proposed bidders not provided in the RFP;

4. Summary of presentations, notes, documents, and electronic recording of Procurement Department employees' presentation at the mandatory pre-bid Conference on April 26, 2013;

5. The materials that were sent to Metro-Health EMS in connection with its interest as a prospective bidder;

6. Documents showing or indicating the standard operating procedure for mailing RFP to prospective bidders which have requested to be on the list for upcoming contracts;

7. Any documents showing that the City of Augusta-Richmond County sent an RFP package to Metro-Health EMS for RFP No: 13-145, and the date of such submission;

8. Documents showing the procurement regulations requiring prospective bidders to attend the mandatory pre-bid Conference as a condition precedent for application for the bid for a procurement contract ; and

9. A copy of the Procurement regulations of the City of Augusta-Richmond Municipal Code."

With regard to your request we have compiled one hundred sixty seven (167) pages of information that are responsive to your request. Pursuant to O.C.G.A. §50-18-71(b)(1)(B), §50-18-71(d), and §50-18-71(c)(2) Augusta, Georgia is authorized to charge for the costs of producing documents requested. The cost of producing the same is ten cents ($0.10) per page, as well as, a charge for the "direct administrative costs for complying with a request under this code section." You will be charged at the hourly rate of the lowest paid full-time employee who has the necessary skill and training to perform the search.[1] Additionally, pursuant to O.C.G.A. §50-18-71(c)(1), Augusta, Georgia is expressly authorized to charge for the cost of redacting records by a full time employee. The total cost of producing the information, search, retrieval, and other administrative fees for the records requested under your request is sixteen dollars and seventy cents ($16.70).

Please let me know if you would like me to process your request. Should you have any questions regarding this matter please contact me at: (706) 842-5550.

Sincerely,

Kenneth S. Bray
Staff Attorney

cc: Andrew G. Mackenzie, General Counsel Augusta, GA
Geri Sams, Director, Procurement Department of Augusta, GA
Sarah Hudson, Executive Assistant, Office of the Administrator

[1] You were not charged for the first fifteen minutes of this search.

Answer to questions - Open Records Request received from Antonio Thomas Associated on 5/8/13

1. A copy of the mailing list and any other internal documents showing the method, the dates and process used to send out packages (RFP) and documents for perspective bid applications for RFP Item No: 13-145;

   Answer: **Same as Response for question 1 in 1st Open Records Request**

2. Documents evidencing any follow-ups conducted to assure that all prospective bidders received a copy of the pre-bid procedures and the bid package for the same RFP;

   Answer: **Same Response for question 2 in 1st Open Records Request**

3. Any additional information submitted to the proposed bidders not provided in the RFP;

   Answer: **Addendum 1**
   Mandatory Pre Proposal Sign-in Sheet

4. Summary of presentations, notes, documents and electronic recording of Procurement Department employees' presentation at the mandatory pre-bid Conference on April 26, 2013;

   Answer: **Same Response for question 3 in 1st Open Records Request**

5. The materials that were sent to Metro-Health EMS in connection with its interest as a prospective bidder.

   Answer: **Same Response for question 5 in 1st Open Records Request #1**

6. Documents showing or indicating the standard operating procedure for mailing RFP to prospective bidders which have requested to be on the list for upcoming contracts;

   Answer: **Same Response for question 6 in 1st Open Records Request #1**

7. Any documents showing that the City of Augusta-Richmond County sent an RFP package to Metro-Health EMS for RFP No: 13-145, and the date of such submission.

Answer: **Same Response for question 7 in 1st Open Records Request #1**

8. Documents showing the procurement regulations requiring prospective bidders to attend the mandatory pre-bid Conference, as a condition precedent for application for the bid for a procurement contract; and

Answer: **Same Response for question 8 in 1st Open Records Request #1**

9. A a copy of the Procurement regulations of the City of Augusta-Richmond Municipal Code.

Answer: **Same Response for question 10 in 1st Open Records Request #1**

Item 3

Original - 1

Mandatory Pre-Proposal Conference

RFP Item #13-145
Ambulance Services
for Augusta Fire Department
Friday, April 26, 2013 @ 10:00 a.m.

PLEASE PRINT

	NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1.	Clivette Caesar	Grady EMS	745 Memorial Dr Atlanta GA 30316	(404) 616-6503	(404) 489-142	Prime
2.	Michael Colman	Grady EMS	745 Memorial Dr Ste Atlanta GA 30316	(4) 616-1545	404-616-2498	Prime
3.	Hal Gentry	Central EMS	205 Hembree Park Dr Suite 100 Roswell, GA 30076	678 551-7850	770 874-5827	Prime
4.	Pam Melton	Central EMS	205 Hembree Park Dr Ste 100 Roswell, GA 30076		404-851-9911 ext 103	Prime
5.	Jim Adkins	SouthStar EMS	2451 Wheelless Rd Augusta, GA 30909	706-863-9800	706-738-8090	prime
6.	Steve Edwards	South Star	2451 Wheeless Rd Augusta, GA 30909	706-863-9800	706-738-8090	prime
7.	Jody Smitherman	Augusta Law Dept	520 Greene St. Augusta, GA 30901	706-842-5550	706-842-5556	N/A
8.	Dominick Nuke	Augusta 911	911 4th St. Augusta, GA 30901	706-821-1242	706-821-1243	N/A
9.	Christopher E James	Augusta Fire Dept	8117 Deans Bridge Road Augusta GA, 30906	706 821-4230	706 821-1647	N/A
10.	Phyllis Johnson	Procurement		706 821-2888	706 821-2811	
11.	Bill Shanahan	Augusta, GA		706-564-9352	706-564-9352	N/A
12.	Vonnie Gentry	DBE		7065213406		
	Connie Cisle	DBE		706 821-2406		

Attachment number 1 \nPage 3

Original - 2

Mandatory Pre-Proposal Conference

RFP Item #13-145
Ambulance Services
for Augusta Fire Department
Friday, April 26, 2013 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Craig Norton	AMR	1380 Beverage DR. Stone Mountain, GA. 30083	@ 678 656-5334		
2. Douglas Scott	Lifestar Response	3623 Calvin Dr. Columbus GA 31904	706 575 0358	706 256 0277	
3. Kevin Hutchinson	Falck USA	3623 Calvin Dr Columbus, GA 31904	706- 256-0273	706 256-0277	
4. Dennis Poole	Care Ambulance	825 South Foster St. Dothan, AL 36301	334 322.4189	334 702-7633	
5. Michael Bonner II	Priority Care Ambulance	1101 11th St Augusta	706-364-1358		
6. Troy Booker	PriorityCare Ambulance	1101 11th st Augusta	706-831-4339	706-364-1489	
7. Ron Craig	EMS Ventures Inc dba Rural/Metro Ambulance	250 Hembree Park Dr, Suite 112 Roswell GA 30076	770-696-8697	678-584-5559	
8. ED Pounds	Gold Cross EMS	4328 WHEELER RD AUGUSTA 30907	404-626-076	706-396.2100	
9. Matt Paynter	Gold Cross EMS	4328 Wheeler Rd. Augusta, GA 30907	706-832-2907	706-396-2100	
10. Frank Lindsey	Gold Cross EMS	4328 Wheeler Rd [illegible] GA 30907	706 434-4[illegible]	706 396 2100	
11. Vince Braddon	Gold Cross EMS	4328 wheeler Rd Augusta, GA 30907	706-373-6285	706-396-2100	
12. Michael Hightower	The Columbia Fire Dept (Rural Metro)	1617 East Cleveland Ave East Point, GA 30344	(404) 687-7033	404 687 7033	

Attachment number 1 \nPage 38

Original-3

Mandatory Pre-Proposal Conference

RFP Item #13-145
Ambulance Services
for Augusta Fire Department
Friday, April 26, 2013 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Darrell White	Procurement		706 821-2423	706 821-2811	
2. Susan McCord	The Augusta Chronicle				
3.			(706) 823-3215		
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Item #7

Attachment number 1 \nPage 3

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

TO: All Bidders
Phyllis Mills, Quality Assurance Analyst
Chris James, Augusta Fire Department

FROM: Geri Sams
Procurement Director

DATE: April 26, 2013

SUBJ: Updates to Specifications

RFP ITEM: **13-145 Ambulance Services for Augusta Fire Department**

RFP OPENING: **Tuesday, May 28, 2013 @ 3:00 p.m.**

ADDENDUM NO. 1

Proposers on this project are hereby notified that this Addendum shall be attached to and made part of the above-named RFP Package. Acknowledge receipt of all Addendums on Attachment B within the Specifications package.

1. Specification **Page 8** of 97: Section 1.12: Terms of Contract

   REPLACE: This is a one (1) year contract with a possible one year option; unless otherwise specified by the owner.

   REPLACE WITH: This is a one (1) year contract with (2) automatic one (1) year renewals unless otherwise terminated in accordance with terms of the contract.

2. Specification **Page 27** of 97: Section II. Background. General Requirement and Governing Law:

   REPLACE: Through the State Constitution, Augusta controls ambulance service delivery within the specified service area. Georgia law permits counties to control ambulance (and other) services as stipulated under Constitutional Article IX, Section II, paragraph III (a), subsection (3). In addition, and from time to time, Augusta may establish certain rules and regulations that govern the operation of ambulance services within the contractual jurisdiction. The Georgia laws, contractual standards as stipulated in the RFP and future addendum, Augusta resolutions, ordinances and rules and regulations, and published operational and medical policies of the Georgia Emergency Management Systems Office and this RFP set forth the requirements for service for the Augusta service area, and the successful Contractor shall comply with them.

   REPLACE WITH: Through the State Constitution, Augusta controls ambulance service delivery within the specified service area. Georgia law permits counties to control ambulance (and other) services as stipulated under Constitutional Article IX, Section II, paragraph III (a), subsection (3). In addition, and from time to time, Augusta may establish certain rules and regulations that govern the operation of ambulance services within the contractual jurisdiction. The Georgia laws, contractual standards as stipulated in the RFP and future addendum, Augusta resolutions, ordinances and rules and regulations, and published operational and medical policies of the Georgia Department of Public Health and this RFP set forth the requirements for service for the Augusta service area, and the successful Contractor shall comply with them.

3. Specification **Page 41** of 97: Section A, Paragraph 2:

   REPLACE: Staff ambulances with at least one (1) state-certified Emergency Medical Technician-Paramedic (EMT-P) and one (1) state-certified Emergency Medical Technician-Basic (EMT-B) or one (1) state-certified Emergency Medical Technician-Intermediate (EMT-I) on all responses. All of Contractor's personnel shall be certified by the State of Georgia.

   REPLACE WITH: Staff ambulances with at least one (1) state-certified Emergency Medical Technician- Paramedic (EMT-P) and one (1) state-certified Emergency Medical Technician-Basic (EMT-B), one (1) state-certified Emergency Medical Technician-Intermediate (EMT-I), or one (1) state-certified Advanced Emergency Medical Technician (AEMT) on all responses. All of Contractor's personnel shall be certified by the State of Georgia.

4. Specification **Page 42** of 97: Section A, **Paragraph 21:**

REPLACE: Ensure that all vehicles and equipment used to transport patients are in good mechanical operating condition. Ambulances performing services shall meet or exceed vehicle specifications outlined in Georgia Regulations Section 511-9-2-.09, as may be amended, and shall be equipped with all required equipment and supplies for operations as required by the Contract Administrator. Ambulances with mileage in excess of 250,000 miles shall not remain in the front line fleet and reserve or backup ambulances with mileage in excess of 350,000 shall not be utilized except in exigent circumstances.

REPLACE WITH: Ensure that all vehicles and equipment used to transport patients are in good mechanical operating condition. Ambulances performing services shall meet or exceed vehicle specifications outlined in Georgia Regulations Section 511-9-2-.07, as may be amended, and shall be equipped with all required equipment and supplies for operations as required by the Contract Administrator. Ambulances with mileage in excess of 250,000 miles shall not remain in the front line fleet and reserve or backup ambulances with mileage in excess of 350,000 shall not be utilized except in exigent circumstances.

5. **Representative EMS Call Data**

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	WEEK
0000 HRS	3	1	5	0	1	1	0	11
0100 HRS	1	0	1	3	2	1	0	8
0200 HRS	2	5	1	4	0	1	0	13
0300 HRS	3	1	0	1	0	2	3	10
0400 HRS	2	0	1	2	4	4	2	15
0500 HRS	1	3	0	4	1	0	0	9
0600 HRS	2	2	0	3	1	0	0	8
0700 HRS	3	4	3	1	1	3	1	16
0800 HRS	1	6	0	1	4	1	1	14
0900 HRS	3	2	4	2	1	1	4	17
1000 HRS	3	2	3	2	7	2	7	26
1100 HRS	4	3	6	6	2	3	6	30
1200 HRS	4	3	5	4	5	5	4	30
1300 HRS	4	5	4	4	7	4	3	31
1400 HRS	4	4	2	3	2	7	3	25
1500 HRS	7	4	3	2	8	2	4	30
1600 HRS	0	2	4	1	1	2	3	13
1700 HRS	5	0	5	2	2	5	2	21
1800 HRS	4	3	4	0	4	1	6	22
1900 HRS	1	5	2	5	3	2	3	21
2000 HRS	2	4	1	3	5	1	7	23
2100 HRS	1	3	4	2	3	4	1	18
2200 HRS	2	2	2	3	4	3	0	16
2300 HRS	4	1	0	2	2	3	3	15
TOTAL	66	65	60	60	70	58	63	442

Please acknowledge addendum in your submittal

END ADDENDUM

Answer to questions - Open Records Request received from Antonio Thomas Associated on 5/7/13

1. A copy of the mailing list and any other internal documents showing the method, the dates and process used to send out packages (RFP) and documents used to make sure distribution of the above referenced RFOP package for perspective bid applications;

   Answer: **Mail Merge Bidders list**
   Copy of Mail list labels
   Bidders list (additional copies sent out)
   Returned mail labels from items returned.

2. Documents evidencing any follow-ups conducted to assure that all prospective bidders received a copy of the pre-bid procedures and the bid package;

   Answer: **Returned Mail included in item 1.**
   No follow-up procedures. Not addressed in the Augusta Code.

3. Documents indicating the content, discussion and information provided during the Mandatory Pre-Bid Conference that was held on April 26, 2013;

   Answer: **Cassette Tape recording of Mandatory Pre-Proposal Conference**
   Addendum 1
   Sign-in Sheet for Mandatory Pre-Proposal Conference.

4. Notes or documents indicating the contents of presentations or discussions at the mandatory pre-bid Conference;

   Answer: **Cassette Tape recording of Mandatory Pre-Proposal Conference provided in answer to question #3. Tapes are not transcribed.**

5. The materials that were sent to Metro-Health EMS in connection with its interest as a prospective bidder.

   Answer: **RFP 13-145 Ambulance Services and Addendum #1**

6. Documents showing or indicating the procedure for mailing RFP to businesses which have requested to be on the list for upcoming contracts;

Answer: **Article 6 – Chapter 10 of Augusta Code**
Standard Operating Procedures for Bid and Contracts Team

7. Any documents showing that the City of Augusta-Richmond County sent an RFP package to Metro-Health EMS for RFP No: 13-145, and the date of such submission.

Answer: **See answer to question 1**

8. Documents showing the procurement regulations requiring prospective bidders to attend the mandatory pre-bid Conference, as a condition precedent for application for the bid for a procurement contract; and

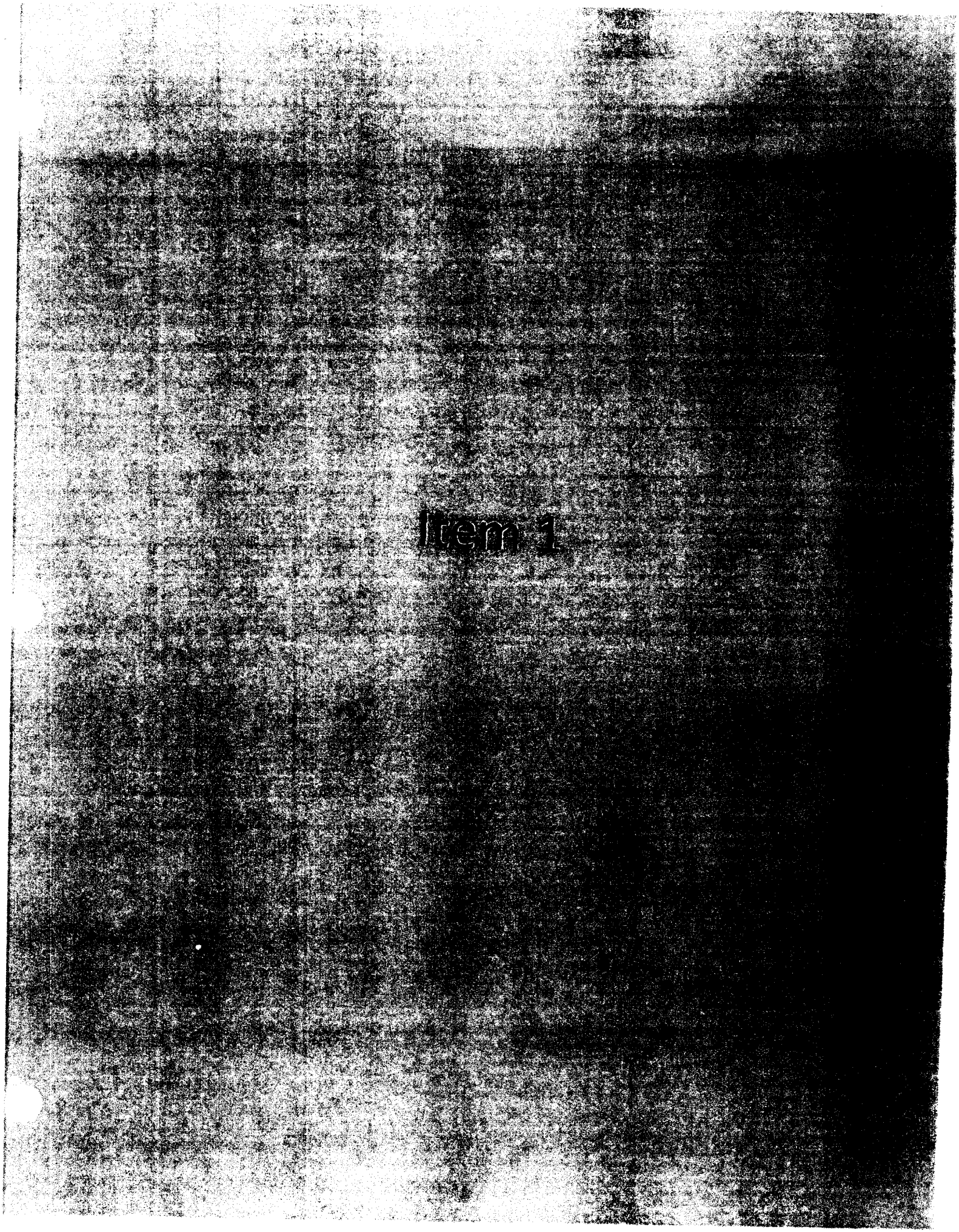
Answer: **Page 10 RFP Specifications**
Copy of the Invitation to Bid for Request for Proposal 13-145

9. Documents showing/identifying that the service procedure in the Augusta Richmond County procurement office mailed the (RFP) package to Metro-Health EMS.

Answer: **See answer to question 1**

10. Request a copy of the most recent City code on procurement and regulations as it relates to RFP and procurement issues regarding protest and compliance.

Answer: **Chapter 10 of the Augusta Code**


Item 1

RFP N. #13-145
AMBULANCE SERVICES
for Fire Department
RFP Due: Tuesday, May 28 2013 @ 3:00 p.m.

Company Name	First Name	Last Name	Address Line 1	Add 2	City	State	ZIP Code
FALCK USA	MIKE	COLLINS	21540 30TH DRIVE SE STE 250		BOTHELL	WA	98021
PARAMEDICS PLUS	ERIK	SWITZER	352 GLENWOOD		TYLER	TX	75702
AMERICAN MEDICAL RESPONSE DBA DEKALB EMS	TED	VANHORNE	1380-D BEVERAGE DRIVE		MOUNTAIN	GA	30083
EMS VENTURES DBA RURAL METRO EMS	RON	CRAIG	250 HEMBREE PARK DR STE 112		ROSWELL	GA	30076
FALCK US LIFESTAR RESPONSE	DANNY	PLATT	3710 COMMERCE DR STE 1006		HALETHORPE	MD	21227
AMERICAN MEDICAL RESPONSE DBA DEKALB EMS	CHRIS	CIRILLO	12020 INTRAPLEX PARKWAY		GULFPORT	MS	39503
METRO ATLANTA AMBULANCE	DEVAN	SEABAUGH	595 ARMSTRONG STREET		MARIETTA	GA	30060
RURAL/METRO EMS VENTURA INC	DAVID	LINDBERG	9221 E VIA DE VENTURA		SCOTTSDALE	AZ	85258
GOVLINK	L	RIDDICK-SEALS	100 PEACHTREE ST STE 1900		ATLANTA	GA	30303
GRADY EMS	BILL	COMPTON	745 MEMORIAL DRIVE		ATLANTA	GA	30316
GRADY HEALTH SYSTEM	MATTHEW	HICKS	80 JESSE HILL JR DRIVE	PO BOX 26043	ATLANTA	GA	30303
CENTRAL EMERGENCY MEDICAL SERVICES	HAL	GENTRY	205 HEMBREE PARK DR STE 100		ROSWELL	GA	30534
RURAL/METRO	ERNIE	DOSS	1220 WEST WHEELER PARKWAY STE K		AUGUSTA	GA	30909
GOLDCROSS	THOMAS	SCHNEIDER	PO BOX 14848		AUGUSTA	GA	30919
GOLDCROSS	THOMAS	SCHNEIDER	4328 WHEELER ROAD		MARTINEZ	GA	30907
AMERICAN MEDICAL RESPONSE	BRENT DIERKING	OR REPRESENTATIVE	3539 CHURCH ST UNITS 1-B		CLARKSTON	GA	30021
UNIVERSITY HOSPITAL	JOHN ARNOLD	OR REPRESENTATIVE	1350 WALTON WAY		AUGUSTA	GA	30901
DOCTORS HOSPITAL	GARNER OR	REPRESENTATIVE	3651 WHEELER ROAD		AUGUSTA	GA	30909
STONEY MEDICAL SOCIETY	ELIJAH	LIGHTFOOT	BOULEVARD		AUGUSTA	GA	30901
METRO HEALTH EMS	B LAMONT	DOYLE	230 PEACHTREE ST STE 900		ATLANTA	GA	30303
MASSEY, WATSON, BOWERS & HEMBREE	LEWIS	MASSEY	30 IVAN ALLEN JR. BLVD NW	STE 700	ATLANTA	GA	30308
PRIORTIY CARE AMBULANCE SERVICE	TROY	BOOKER SR	1101 11TH STREET		AUGUSTA	GA	30901
LIFEGUARD AMBULANCE	BOBBY	PEARDON	4340 AVALON BOULEVARD		MILTON	FL	32583
Augusta Fire Department	Chris	James					
911 Center	Dominick	Nutter					
Law Department	Jody	Smitherman					

Attachment number 1 \nPage 4

RFP Item #13-145
AMBULANCE SERVICES
for Fire Department
RFP Due: Tuesday, May 28 2013 @ 3:00 p.m.

Company Name	First Name	Last Name	Address Line 1	Add 2	City	State	ZIP Code
LSB	Yvonne	Gentry					
RFP 13-145	Ambulance	Services	for Augusta Fire Department		RFP Due: Tue 5/28/13 @		
					Mailed 3/21/13		

Item # 7

Attachment number 1 Page 41

MIKE COLLINS
FALCK USA
21540 30TH DRIVE SE STE 250
BOTHELL, WA 98021

ERIK SWITZER
PARAMEDICS PLUS
352 GLENWOOD
TYLER, TX 75702

ED VANHORNE
AMERICAN MEDICAL RESPONSE DBA
DEKALB EMS
1380-D BEVERAGE DRIVE
STONE MOUNTAIN, GA 30083

RON CRAIG
EMS VENTURES DBA RURAL METRO EMS
250 HEMBREE PARK DR STE 112
ROSWELL, GA 30076

DANNY PLATT
FALCK US LIFESTAR RESPONSE
3710 COMMERCE DR STE 1006
HALETHORPE, MD 21227

CHRIS CIRILLO
AMERICAN MEDICAL RESPONSE DBA
DEKALB EMS
12020 INTRAPLEX PARKWAY
GULFPORT, MS 39503

DEVAN SEABAUGH
METRO ATLANTA AMBULANCE
595 ARMSTRONG STREET
MARIETTA, GA 30060

DAVID LINDBERG
RURAL/METRO EMS VENTURA INC
9221 E VIA DE VENTURA
SCOTTSDALE, AZ 85258

L RIDDICK-SEALS
GOVLINK
100 PEACHTREE ST STE 1900
ATLANTA, GA 30303

BILL COMPTON
GRADY EMS
745 MEMORIAL DRIVE
ATLANTA, GA 30316

MATTHEW HICKS
GRADY HEALTH SYSTEM
80 JESSE HILL JR DRIVE
ATLANTA, GA 30303

HAL GENTRY
CENTRAL EMERGENCY MEDICAL
SERVICES
205 HEMBREE PARK DR STE 100
ROSWELL, GA 30534

ERNIE DOSS
RURAL/METRO
1220 WEST WHEELER PARKWAY STE K
AUGUSTA, GA 30909

THOMAS SCHNEIDER
GOLDCROSS
PO BOX 14848
AUGUSTA, GA 30919

THOMAS SCHNEIDER
GOLDCROSS
4328 WHEELER ROAD
MARTINEZ, GA 30907

ENT DIERKING OR REPRESENTATIVE
AMERICAN MEDICAL RESPONSE
3539 CHURCH ST UNITS 1-B
CLARKSTON, GA 30021

JOHN ARNOLD OR REPRESENTATIVE
UNIVERSITY HOSPITAL
1350 WALTON WAY
AUGUSTA, GA 30901

MARTHA GARNER OR REPRESENTATIVE
DOCTORS HOSPITAL
3651 WHEELER ROAD
AUGUSTA, GA 30909

ELIJAH LIGHTFOOT
STONEY MEDICAL SOCIETY
1021 LANEY WALKER BOULEVARD
AUGUSTA, GA 30901

B LAMONT DOYLE
METRO HEALTH EMS
230 PEACHTREE ST STE 900
ATLANTA, GA 30303

LEWIS MASSEY
MASSEY, WATSON, BOWERS & HEMBREE
30 IVAN ALLEN JR. BLVD NW
ATLANTA, GA 30308

TROY BOOKER SR
PRIORTIY CARE AMBULANCE SERVICE
1101 11TH STREET
AUGUSTA, GA 30901

BOBBY PEARDON
LIFEGUARD AMBULANCE
4340 AVALON BOULEVARD
MILTON, FL 32583

Chris James
Augusta Fire Department

Dominick Nutter
911 Center

Jody Smitherman
Law Department

Yvonne Gentry
LSB

Ambulance Services
RFP 13-145
for Augusta Fire Department
Revised Due: Tue 5/28/13 @ 3:00 p.m.

Mailed 3/21/13

Item # 7

BIDDERS LIST

BID ITEM # 13-145 COST $ 0

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	LIFEGUARD AMBULANCE ATTN: BOBBY PEARDON 4340 AVALON BOULEVARD MILTON FL 32583 850-393-1736-CELL 850-626-0076-FAX 850-983-3000-MAIN		3/27/13		SP	U.S. Mail
2						
3	Lifeguard Ambulance Attn: Leslie Bowman 4340 Avalon Boulevard Milton, FL 32583	Phone 850-983-3000 Fax Cell 850-776-2318	4/2/13		DW	U.S. mail
4						
5	ATTN: LEWIS MASSEY MASSEY, WATSON, BOWERS, & HEMBREE 4060 BLUE IRIS HOLLOW NORCROSS, GA 30092	ph 404-783-9362	4/12		PJ	US mail
6						
7	B LAMONT DOYLE METRO HEALTH EMS 230 PEACHTREE ST STE 900 ATLANTA, GA 30303	Remailed	4/30/13	W/ Addendum #1	SP	U.S. Mail
8						
9						
10						
11						
12						

NOREC 30901408-1N 03/28/13
ERNIE DOSS
RURAL/METRO
1220 WEST WHEELER PARKWAY STE K
#13-145
ACCEPTED,
NOT KNOWN

Item 2

NOREC 309091408-1N 03/28/13
A nk
ERNIE DOSS #13-145
RURAL/METRO
1220 WEST WHEELER PARKWAY STE K
ATTEMPTED, NOT KNOWN
RETURN TO SENDER
INSUFFICIENT ADDRESS

Item 3

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

TO: All Bidders
Phyllis Mills, Quality Assurance Analyst
Chris James, Augusta Fire Department

FROM: Geri Sams GA SAMS
Procurement Director

DATE: April 26, 2013

SUBJ: Updates to Specifications

RFP ITEM: **13-145 Ambulance Services for Augusta Fire Department**

RFP OPENING: **Tuesday, May 28, 2013 @ 3:00 p.m.**

ADDENDUM NO. 1

Proposers on this project are hereby notified that this Addendum shall be attached to and made part of the above-named RFP Package. Acknowledge receipt of all Addendums on Attachment B within the Specifications package.

1. Specification **Page 8** of 97: Section 1.12: Terms of Contract

   REPLACE: This is a one (1) year contract with a possible one year option; unless otherwise specified by the owner.

   REPLACE WITH: This is a one (1) year contract with (2) automatic one (1) year renewals unless otherwise terminated in accordance with terms of the contract.

2. Specification **Page 27** of 97: Section II. Background. General Requirement and Governing Law:

   REPLACE: Through the State Constitution, Augusta controls ambulance service delivery within the specified service area. Georgia law permits counties to control ambulance (and other) services as stipulated under Constitutional Article IX, Section II, paragraph III (a), subsection (3). In addition, and from time to time, Augusta may establish certain rules and regulations that govern the operation of ambulance services within the contractual jurisdiction. The Georgia laws, contractual standards as stipulated in the RFP and future addendum, Augusta resolutions, ordinances and rules and regulations, and published operational and medical policies of the Georgia Emergency Management Systems Office and this RFP set forth the requirements for service for the Augusta service area, and the successful Contractor shall comply with them.

   REPLACE WITH: Through the State Constitution, Augusta controls ambulance service delivery within the specified service area. Georgia law permits counties to control ambulance (and other) services as stipulated under Constitutional Article IX, Section II, paragraph III (a), subsection (3). In addition, and from time to time, Augusta may establish certain rules and regulations that govern the operation of ambulance services within the contractual jurisdiction. The Georgia laws, contractual standards as stipulated in the RFP and future addendum, Augusta resolutions, ordinances and rules and regulations, and published operational and medical policies of the Georgia Department of Public Health and this RFP set forth the requirements for service for the Augusta service area, and the successful Contractor shall comply with them.

3. Specification **Page 41** of 97: Section A, Paragraph 2:

   REPLACE: Staff ambulances with at least one (1) state-certified Emergency Medical Technician-Paramedic (EMT-P) and one (1) state-certified Emergency Medical Technician-Basic (EMT-B) or one (1) state-certified Emergency Medical Technician-Intermediate (EMT-I) on all responses. All of Contractor's personnel shall be certified by the State of Georgia.

   REPLACE WITH: Staff ambulances with at least one (1) state-certified Emergency Medical Technician- Paramedic (EMT-P) and one (1) state-certified Emergency Medical Technician-Basic (EMT-B), one (1) state-certified Emergency Medical Technician-Intermediate (EMT-I), or one (1) state-certified Advanced Emergency Medical Technician (AEMT) on all responses. All of Contractor's personnel shall be certified by the State of Georgia.

4. Specification **Page 42** of 97: Section A, **Paragraph 21**:

REPLACE: Ensure that all vehicles and equipment used to transport patients are in good mechanical operating condition. Ambulances performing services shall meet or exceed vehicle specifications outlined in Georgia Regulations Section 511-9-2-.09, as may be amended, and shall be equipped with all required equipment and supplies for operations as required by the Contract Administrator. Ambulances with mileage in excess of 250,000 miles shall not remain in the front line fleet and reserve or backup ambulances with mileage in excess of 350,000 shall not be utilized except in exigent circumstances.

REPLACE WITH: Ensure that all vehicles and equipment used to transport patients are in good mechanical operating condition. Ambulances performing services shall meet or exceed vehicle specifications outlined in Georgia Regulations Section 511-9-2-.07, as may be amended, and shall be equipped with all required equipment and supplies for operations as required by the Contract Administrator. Ambulances with mileage in excess of 250,000 miles shall not remain in the front line fleet and reserve or backup ambulances with mileage in excess of 350,000 shall not be utilized except in exigent circumstances.

5. **Representative EMS Call Data**

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	WEEK
0000 HRS	3	1	5	0	1	1	0	11
0100 HRS	1	0	1	3	2	1	0	8
0200 HRS	2	5	1	4	0	1	0	13
0300 HRS	3	1	0	1	0	2	3	10
0400 HRS	2	0	1	2	4	4	2	15
0500 HRS	1	3	0	4	1	0	0	9
0600 HRS	2	2	0	3	1	0	0	8
0700 HRS	3	4	3	1	1	3	1	16
0800 HRS	1	6	0	1	4	1	1	14
0900 HRS	3	2	4	2	1	1	4	17
1000 HRS	3	2	3	2	7	2	7	26
1100 HRS	4	3	6	6	2	3	6	30
1200 HRS	4	3	5	4	5	5	4	30
1300 HRS	4	5	4	4	7	4	3	31
1400 HRS	4	4	2	3	2	7	3	25
1500 HRS	7	4	3	2	8	2	4	30
1600 HRS	0	2	4	1	1	2	3	13
1700 HRS	5	0	5	2	2	5	2	21
1800 HRS	4	3	4	0	4	1	6	22
1900 HRS	1	5	2	5	3	2	3	21
2000 HRS	2	4	1	3	5	1	7	23
2100 HRS	1	3	4	2	3	4	1	18
2200 HRS	2	2	2	3	4	3	0	16
2300 HRS	4	1	0	2	2	3	3	15
TOTAL	66	65	60	60	70	58	63	442

Please acknowledge addendum in your submittal

END ADDENDUM

Item # 7

Original 1 - 1

Mandatory Pre-Proposal Conference

RFP Item #13-145
Ambulance Services
for Augusta Fire Department
Friday, April 26, 2013 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Olivia Caesar	Grady EMS	745 Memorial Dr Atlanta GA 30316	(404)616-6253	(404)616-7427	Prime
2. Michael Coltman	Grady EMS	745 Memorial Dr Atlanta GA 30316	(404)616-6515	404-616-2693	Prime
3. Hal Gentry	Central EMS	205 Hembree Park Dr Suite 100 Roswell, GA 30076	678 531-7852	770 874-5827	Prime
4. Pam Melton	Central EMS	205 Hembree Park Dr Ste 100 Roswell, GA 30076		404-851-9911 ext 103	Prime
5. Jim Adkins	South Star EMS	2451 Wheelless Rd Augusta, GA 30909	706-863-9800	706-738-8070	Prime
6. Steve Edwards	South Star	2457 Wheelless Rd Augusta, GA 30909	706-863-2500	706-738-8090	Prime
7. Jody Smitherman	Augusta Law Dept	520 Greene St. Augusta, GA 30901	706-842-5550	706-842-5556	N/A
8. Dominick Mike	Augusta 911	911 4th St. Augusta, GA 30901	706-821-1242	706-821-1243	N/A
9. Christopher E. James	Augusta Fire Dept	3117 Deans Bridge Road Augusta GA, 30906	706 821-4230	706 821-1647	N/A
10. Phyllis Johnson	Procurement		706 821-2888	706 821-2811	
11. Bill Shanahan	Augusta, GA	L	706-564-9352	706-564-9352	NO
12. Item #13 Connie Gentry	DBE		706 821-2406		
Connie Cisler	DBE		706.821.2406		

Attachment number 1 Page 53

Mandatory Pre-Proposal Conference

RFP Item #13-145
Ambulance Services
for Augusta Fire Department
Friday, April 26, 2013 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Craig McTaw	AMR	1380 Beverage Dr. Stone Mountain, GA 30083	678 656-5334		
2. Douglas Scott	Lifestar Response	3623 Calvin Dr Columbus GA 31904	706 575 0358	706 256 0277	
3. Kevin Hamilton	FH/CK List	3623 Calvin Dr Columbus, GA 31904	706 256-0273	706 256-0277	
4. Dennis Poole	Care Ambulance	825 South Foster St. Dothan, AL 36301	334 322-4189	334 702-7633	
5. Michael Bennett II	Priority Care Ambulance	1101 11th St Augusta	706-364-1355		
6. Troy Booker	PriorityCare Ambulance	1101 11th St Augusta	706-831-4339	706-364-1489	
7. Ron Craig	EMS Ventures Inc dba Rural/Metro Ambulance	250 Hembree Park Dr, Suite 112 Roswell GA 30076	770-696-8697	678-584-5559	
8. ED Pounds	Gold Cross EMS	4328 Wheeler Rd Augusta 30907	404-626-0176	706-396-2100	
9. Matt Paynter	Gold Cross EMS	4328 Wheeler Rd Augusta, GA 30907	706-832-2907	706-396-2100	
10. Frank Lindsey	Gold Cross EMS	4328 Wheeler Rd Augusta GA 30907	706 434-4000	706 396 2100	
11. Vince Brigdon	Gold Cross EMS	4328 Wheeler Rd Augusta, GA 30907	706-373-6284	706-396-2100	
12. Michael Fightmaster	The Columbia Fire (Rural Metro)	554 East Ponce de Leon Ave East Point, GA 30344	404 [illegible]	404 669 [illegible]	

Original - 3

Mandatory Pre-Proposal Conference

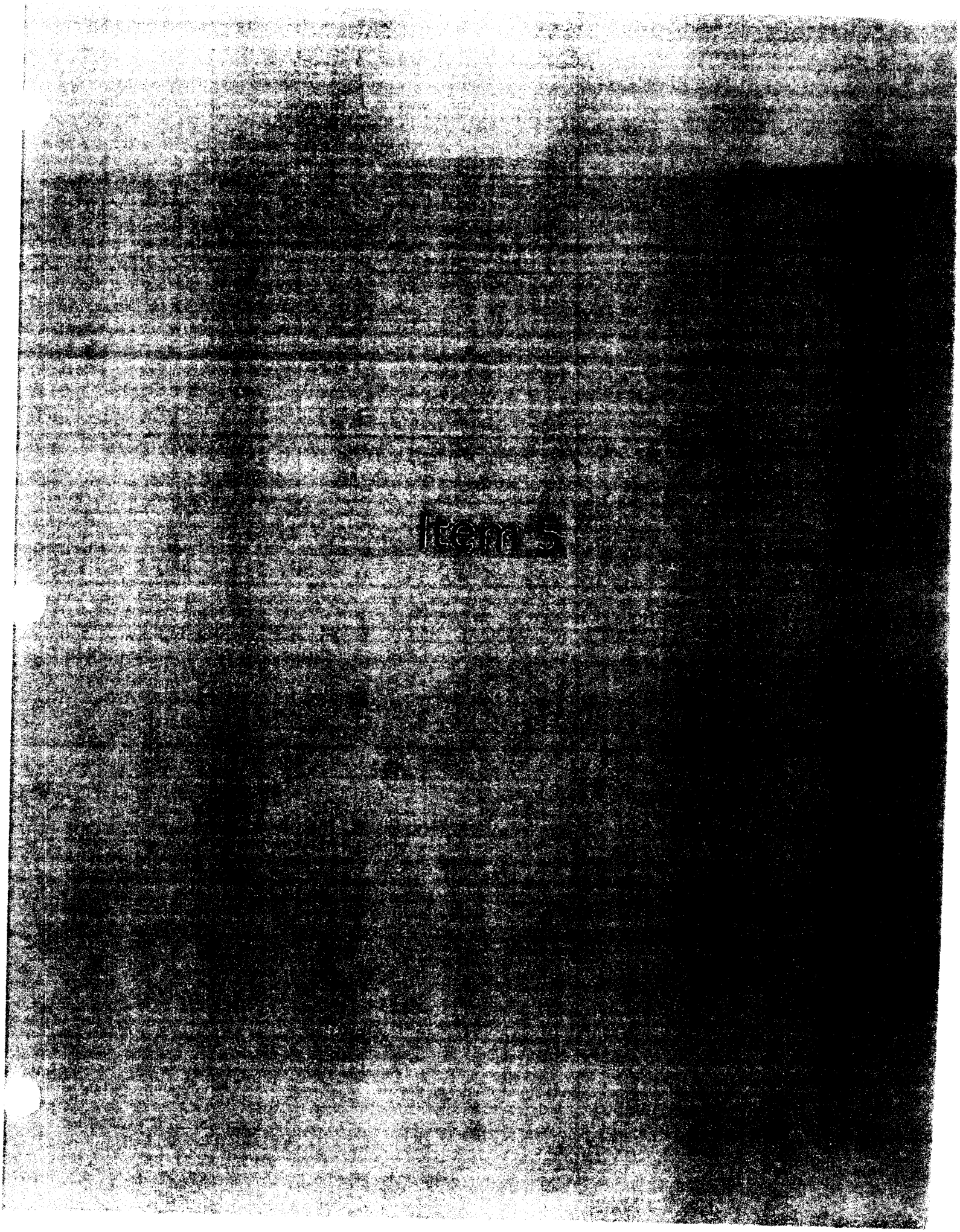
RFP Item #13-145
Ambulance Services
for Augusta Fire Department
Friday, April 26, 2013 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Darrell White	Procurement		706 821-2423	706 821-2811	
2. Susan McCord	The Augusta Chronicle		(706) 823-3215		
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Item #7

Attachment number 1 \nPage 5


Item 5

Augusta
GEORGIA

Request for Proposals

RFP Item #13-145

Ambulance Services

For

Augusta, Georgia – Fire Department

RFP Due: Tuesday, May 28, 2013 @ 3:00 P.M.

Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprise (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code.

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

A copy of this Order can be reviewed at www.augustaga.gov home page.

One Original and Twelve (12) copies of RFP shall be submitted in response to this Request for Proposal

Thanks for doing business with us . . .

Geri A. Sams, Procurement Director
530 Greene Street, Room 605
Augusta, Georgia 30901

Rev. 2/05/2013

Augusta GEORGIA

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- Augusta Georgia License Requirement
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Notice to All Bidders Required to be returned with your submittal. Both documents must be notarized

- Attachment B Return all 3 pages
- Systematic Alien Verification for Entitlements (SAVE) Program

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Non-Collusion Affidavit of Subcontractor

Local Small Business Opportunity Program Ordinance Requirements

- Local Small Business Opportunities Program Participation (Projects $100,000 or more)
  Forms required to be returned in a separate sealed envelope, when applicable

Augusta
GEORGIA

AUGUSTA, GEORGIA
OFFICE OF THE PROCUREMENT DIRECTOR
530 GREENE STREET, SUITE 605
AUGUSTA, GEORGIA 30901
(706) 821-2422
www.augustaga.gov

DATE: March 19, 2013

RFP NO. 13-145

SUBJECT: Information Regarding the Consent Order and Judgment Approving Settlement and Modifying Injunction

Please be advised that Augusta, Georgia is under a consent order and judgment approving settlement and modifying injunction. The below excerpt is from the Consent Order dated July 21, 2011 as stated by:

The Honorable B. Avant Edenfield, Judge, United States District Judge, Southern District of Georgia

Consent Order and Judgment Approving Settlement and Modifying Injunction

It appearing to the Court that the parties Plaintiff Thompson Building Wrecking Company, Inc. and Defendant Augusta, Georgia have reached a settlement of the remaining issues pending in this Court, the same is hereby approved. Pursuant to such settlement, and for good cause shown, the preliminary injunction entered by this Court on March 14, 2007, made permanent by the Court on November 13, 2007, shall be and is hereby vacated, and replaced with the following injunction:

Augusta, Georgia is hereby ENJOINED from evaluating or awarding bids or other contracts on the basis of the bidder's status as a Disadvantaged Business Enterprises ("DBE") or Minority Business Enterprises ("MBE") (or any other entity that qualifies as a DBE or MBE based on the racial composition of its ownership).

This prohibition does not apply to DBE or MBE requirements imposed by state or federal laws, regulations, agencies, or grant agreements.

This prohibition also does not bar Augusta from enacting a prospective, narrowly tailored DBE or MBE program or policy as permitted under rulings of the United States Supreme Court.

Augusta shall be free to conduct such studies as may be necessary to support a future DBE or MBE program or policy that complies with the above exceptions. Before Augusta may enact such a program or policy it must notify electronically or by U.S. mail all businesses on the then-current vendor list and constructively notify the public via a reasonably visible hyperlink on its homepage entitled "Proposed Legislation Enacting Disadvantaged Business Enterprise or Minority Business Enterprise Program." On this vendor list, Augusta must maintain the contact information provided by any businesses or individuals who have expressed an interest in contracting with Augusta, by registering their business information with the Department of Procurement, for 36-months. The notice on Augusta's website must include the text of its intended legislation and the related Disparity Study. Before Augusta may enact such a program or policy it must also provide the public an opportunity to be heard at an open meeting of the Augusta, Georgia Commission, to take place no sooner than thirty days after the vendor list notification has taken place. Augusta may rely upon the contact information that interested parties supplied the city when they registered with the Department of Procurement in providing electronic or mailed notice.

Augusta shall, within 3 days of the date of this Order, post a copy of this Order, and the Court's March 14, 2007 Order, in portable document format ('PDF") on Augusta's homepage via a reasonably visible hyperlink entitled "Court Order Enjoining Local DBE Program."

This injunction is binding upon Augusta's officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with it who receive actual notice of this injunction by personal service or otherwise. ***See*** Fed. R. Civ. P. ***65(d).*** **This 21 day of July, 2011**

You may review this Order in its entirety at www.augustaga.gov homepage or click on departments go to the Procurement Department; go to Quick Link; click on hyperlink entitled "Court Order Enjoining Local DBE Program"; click on either **Court Order Enjoining Local DBE Program (7/21/2011)** or **Court Order Enjoining Local DBE Program (2007)**.

In addition, this letter extends to your Firm an invitation to submit a Bid/RFP/RFQ to supply the Augusta, Georgia with equipment, supplies, and/or services as indicated above. Instructions for preparation and submission of a Bid/RFP/RFQ are contained in the attached packet. Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, Augusta, Georgia will issue a written addendum to document all approved changes.

Doing business with Augusta has become easier! The **ARCBid** link, which is located on the Procurement Department's website at www.augustaga.gov, enables you to view current and past public bid information online. Should you have any questions concerning the bid documents, or need additional information, you may contact a member of the Bid and Contract Team directly @ 706 821-2422. A request for bid documents **must be faxed to 706 821-2811 or emailed to procbidandcontract@augustaga.gov**.

Your continued interest in doing business with us is appreciated.

Sincerely yours,

Geri Sams

Geri A. Sams
Procurement Director

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia Procurement Department website.

Rev. 08/15/2011

Request for Proposal

Request for Proposals will be received at this office until Tuesday, May 28, 2013 @ 3:00 p.m. for furnishing:

RFP Item #13-145 Ambulance Services for Augusta Georgia Fire Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCbid.** RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605. Augusta, GA 30901.

A Mandatory Pre Proposal Conference will be held on Friday, April 26, 2013 @ 10:00 a.m. in the Procurement Department, 530 Greene Street, Room 605. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov **to the office of the Procurement Department by Friday, May 3, 2013 @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of **180** days after time has been called on the date of opening.

Bidder shall post a **performance bond.** Precedent to the execution of this Contract by Augusta, Contractor shall furnish a performance bond, in a form acceptable to Augusta, in the amount of One Million Dollars ($1,000,000) or 100% of contract price, whichever is greater, which shall remain in effect for the full term of the Contract. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and/or goods are delivered according to specifications.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

Bidders are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle March 21, 28, April 4, 11, 18, 25, 2013
Metro Courier March 27, 2013

cc: Tameka Allen Deputy Administrator
Chris James Fire Department
Dominick Nutter 9-1-1 Center
Jody Smitherman Law Department

Revised: 8/15/2011

RFP Item 13-145 Ambulance Services
Due Date: Tuesday, May 28, 2013 @ 3:00 P.M.

INSTRUCTIONS TO SUBMIT

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All bids are governed by the Augusta, Georgia Code.

1.2 **How to Prepare Bid Proposals:** All bid proposals shall be:
(A) Prepared on the forms enclosed herewith, unless otherwise prescribed.
(B) Typewritten or completed with pen and ink, signed by the vendor or his authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

1.3 **How to Submit Bid Proposals:** All bid proposals shall be:
(A) Submitted in sealed opaque envelope, plainly marked with the bid number and equipment, supply and/or service description listed above.
(B) Mailed or delivered as follows in sufficient time to ensure receipt by the Procurement Director on or before the date and time specified above.

(a) Mailing Address: Geri A. Sams, Procurement Director
530 Greene Street – Suite 605
Augusta, Georgia 30901

(b) Hand Delivery Address: Geri A. Sams, Procurement Director
Procurement Department – 6th Floor of the Municipal Building
Suite 605 - Augusta, Georgia

(c) RFPs not received by the time and date specified in the first paragraph of the letter will not be opened.

1.4 **Augusta Georgia Code, Readopted June 21, 2011: Sec. 1-10-50. Sealed bids selection method.**
Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission.
Augusta's invitation to bid shall include specifications prepared in accordance with 49 CFR Part 18.36, NFPA 414 (2007 edition), NFPA 1901, (2009 edition).

1.5 **Procurement Protests:**
(A) **Right to Protest**. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
(B) **Filing of protest**. Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**

Subject of Protest. Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
To expedite handling of protests, the written protest shall include as a minimum the following:

(1) the name and address of the protestor;

(2) appropriate identification of the procurement, and, if a contract has been awarded, its number;

(3) a statement of reasons for the protest; and

(4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(C) Stay of Procurements during Protests or Appeals. In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee Meeting, a Commission Meeting or may be provided to the protestor in writing. **(See Article 9 of Augusta, Georgia Code)**

1.6 **Failure to Submit:** If a RFP is not submitted, vendor should return bid sheets, stating reason therefore, and indicate whether their business should be retained or removed from Augusta, Georgia's vendor's list. **The outside of the envelope should clearly be marked "No Response".**

1.7 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of error in extension of prices in the bid, the unit prices shall govern.

Correction or withdrawal of bids. Correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted under the circumstances described below:

(1) Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the Procurement Office prior to the time set for bid opening.

(2) The bidder may withdraw the bid, prior to bid opening, without revealing the amount of the bid, by submitting a new sealed bid and providing written notice of such withdrawal.

(3) After the bid opening, corrections to bids shall be permitted only as to bid price and only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. Otherwise, no changes in bid prices or other provisions of bids shall be permitted.

(4) In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

(i) Such error in the calculation of the bid can be documented by clear and convincing written evidence;

(ii) Such error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn;

(iii) The bidder serves written notice upon the Procurement Director either prior to the award of the contract or not later than forty-eight (48) hours after the opening of bids, excluding Saturdays, Sundays and legal holidays;

(iv) The bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission or typographical error as opposed to an error in judgment; and

(v) The withdrawal of the bid will not result in undue prejudice to Augusta, Georgia or other bidders by placing them in a materially worse position than they would have occupied if the bid had never been submitted. **(See Article 9 of Augusta, Georgia Code)**

1.8 **Standards for Acceptance of Bid for Award Contract:** Augusta, Georgia reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejections or waiver is in the interest of Augusta, Georgia and in compliance with federal regulations. Bids will be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other irregularities of any kind. Bids considered irregular may be rejected by Augusta, Georgia. Augusta, Georgia reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a Bidder whom investigation shows is not in a position to perform the contract, or a Bidder who failed to submitted any requested documentation, including bid, performance and/or payment bonds.

1.9 **Proposal.** Means the solicited submission of information from a prospective offeror in accordance with the terms of the applicable request for proposals and applicable law.
Responsive Bidder or Proposer. A person or entity that has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation for bids or request for proposal.
Bidder: Whenever the term "bidder" is used it shall encompass the "contractor", "purchaser" or other party having a contract with Augusta, Georgia in such capacity after a contract has been entered into or between such party and Augusta, Georgia.

1.10 **Compliance with laws:** The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the bidder and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the bidder and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.

1.11 **Termination of Contract:** Augusta, Georgia may cancel the contract at any time for breach of contractual obligations by providing the consultant with a written notice of such cancellation. Should Augusta, Georgia exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

1.12 **Terms of Contract:** This is a one (1) year contract with a possible one year option; unless otherwise specified by the owner.

1.13 **Reporting of anti-competitive practices to state.** Under this article, collusion and other anti-competitive practices among offerors are prohibited by local, state and federal laws, and Augusta, Georgia, therefore, establishes the following:

(a) Certification of independent price determination. All offerors shall identify a person having authority to sign for the offeror who shall certify, in writing, as follows:
"I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of local, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this offeror."

(b) Compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the offer and appropriate language incorporating the exhibit into the offer is set forth therein.

(c) Reporting of anti-competitive practices. When for any reason collusion or other anti-competitive practices are suspected among any offerors, a notice of the relevant facts shall be transmitted to the State Attorney General by the Augusta, Georgia General Counsel for investigation.

(d) By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from Augusta, Georgia's bid list for up to three years and any current orders will be canceled.

1.14 Augusta, Georgia pays by invoices only net 30. Unless otherwise arranged. Invoices should be sent to the following address:

Augusta, Georgia
Accounting Department – Room 105
Municipal Building
530 Greene Street
Augusta, Georgia 30901

1.15 All Bids, Request for Proposal/Qualifications and or Quote are governed and awarded in accordance with the applicable federal regulations and the Augusta, Georgia Code. To view the Code visit Augusta, Georgia's website at www.augustaga.gov or http://www.augustaga.gov/index.aspx?NID=685 Guidelines & Procedures.

1.16 **Qualifications of Contractor and Subcontractor(s):** Bidder shall agree to fully comply with all Augusta, Georgia, state, and federal laws, regulations and ordinances governing performance of the contract awarded. It will be the responsibility of the Bidder to obtain any and all necessary permits and/or clearances necessary for completion of the contract.
Bidder shall provide a copy of all relevant licenses, certifications, including factory-training certificates for major equipment.

GENERAL CONDITIONS

2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from Augusta, Georgia. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, American Society for Testing and Materials (A.S.T.M.) regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications. Some specifications are made from actual samples or prior use.

2.2 **Prices to be Firm:** Vendor warrants that RFP, terms and conditions quoted in his submittal will be firm for acceptance for a period of ninety (90) days from opening date.

2.3 **Completeness:** All information required by Request for Proposal must be completed and submitted to constitute a proper RFP.

2.4 **Default Provision:** The contract may be canceled or annulled by Augusta, Georgia in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next vendor, for articles and/or services specified or they may be purchased on the open market and, the defaulting Contractor (or his surety) shall be liable to Augusta, Georgia for costs to Augusta, Georgia in excess of the defaulted contract prices. The Contractor shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.

2.5 **Request for proposals.**

Request for proposals shall be handled in the same manner as the bid process solicitation and awarding of contracts for goods or services with the following exceptions:

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

2.6 **Sealed proposals.**

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta, Georgia Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta, Georgia. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta, Georgia. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors. **Note: IN THE EVENT OF A MANDATORY PRE-BID CONFERENCE ALL INTERESTED VENDORS MUST ATTEND.**

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for

discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of Augusta, Georgia's Code.

2.7 **Letting the contract:** The contract shall be awarded or let in accordance with procedures set forth herein. Award shall occur with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

In addition to price and other material factors, the Procurement Director, in consultation with the using agency, shall consider the following in the context of award recommendations:

(1) The ability, capacity, and skill of the bidder to perform the contract or provide the services required,

(2) The capability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interference,

(3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,

(4) The quality of performance on previous contracts,

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,

(6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,

(7) The quality, availability, and adaptability of the supplies or services to the particular use required, and

(8) The number and scope of conditions attached to the bid by the bidder.

2.8 **Local Vendor Preference (when applicable):** The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars ($100,000) or less and only when the lowest local qualified bidder is within 10% or $10,000, whichever is less of the lowest non-local bidders. The lowest local qualified bidder will be allowed to match the bid of the lowest non-local bidder and, if matched, the lowest local qualified bidder will be awarded the contract.

For the purposes of this section, "local bidder" shall mean a business which:

(1) Has had a fixed office or distribution point in and having a street address within the geographic limits of Richmond County, Georgia for at least six (6) months immediately prior to the issuance of the request for bids or quotes by Augusta; and

(2) Holds any business license required by the AUGUSTA, GA. CODE; and

(3) Employees at least one full-time employee, or two part-time employees whose primary residence is within the geographic limits of Richmond County, Georgia or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is within the geographic limits of Richmond County, Georgia. Vendors must complete the enclosed vendor's Registration form. Vendors must complete the enclosed vendor's Registration form.

2.9 **Minority/Women Business Enterprise (MWBE) Policy: *Court Order Enjoining Race-Based Portion of DBE Program*** *Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)*

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

A copy of this Order can be reviewed at www.augustaga.gov home page.

2.10 **Qualified Vendor**: A "Qualified Vendor" is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.

2.11 **Compliance with Specifications - Terms and Conditions:** The Request for Proposal Invitation. Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Submittal, Addendum, and/or any other pertinent documents form a part of this proposal and by reference are made a part hereof.

2.12 **Signed Bid/RFP Considered Offer:** The signed bid/RFP shall be considered an offer on the part of the bidder/vendor, which offer shall be deemed accepted upon approval by the Commission of Augusta, Georgia, the Administration or his designee. In case of a default on the part of the bidder/vendor after such acceptance, Augusta, Georgia may take such actions as it deems appropriate including legal action for damages or specific performance.

2.13 **Notice to Proceed:** The Procurement Director shall, after consultation with the using agency, issue a Notice to Proceed to the contractor, stating the name of the project, the date upon which the project is to begin, the contact name and telephone number for the using agency and the contract term. The successful bidder shall not commence work under this request for proposal until duly notified by receipt of contract signed as executed by the Mayor/Commission or Administrator or their designee (Clerk or Commission or the Procurement Director). If the successful vendor does commence any work prior to receiving official notification, he does so at his own risk.

2.14 **Interpretation of Bid/Proposal:** No interpretation of the meaning of the Contract Documents as defined in the General Conditions, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to Bidders orally. In addition, every request for such interpretation or correction shall be submitted by fax or email only to the Procurement Department. **The Procurement Department is the SOLE contact for Bidders throughout the bid/proposal process. All questions are to be submitted by fax (706 821-2811) or email (procbidandcontract@augustaga.gov) in accordance to the Bid/RFP/RFQ.** Bidders are not to contact any employee of Augusta, Georgia, agent, consultant or any Commissioner during the Bid/RFP process except as directed above. Failure to comply with this requirement shall be grounds for disqualification of the Bidder. All such interpretations and supplemental instructions will be transmitted to all Bidders not later than five (5) working days prior to the last day for submitting RFPs.

2.15 **Employment Eligibility Verification and Systematic Alien Verification for Entitlements (SAVE):**

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

ATTACHMENT B – Prime Contractors Affidavit and Agreement

Subcontractor Affidavit and Agreement
Non Collusion Affidavit of Subcontractor

The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

Systematic Alien Verification for Entitlements (SAVE) Program

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with Augusta, Georgia are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Augusta Benefit Application prior to receiving any Augusta, Georgia contract. **The affidavit is included as part of this Bid/RFP/RFQ package and is required to be submitted with the RFP submittal.**

SPECIAL CONDITIONS

3.1 **Augusta, Georgia's right to amend bid solicitations or awards that are in violation of law.**

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

(a) Prior to bid opening or closing date for receipt of proposals. If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.

(b) Prior to award. If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal law, then the solicitation or proposed award shall be canceled.

(c) After award. If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:

(1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or

(2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or

(3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.

3.2 **Bonds:** (Check where applicable) Bid security shall be a bond provided by a surety company authorized to do business in the State of Georgia or the equivalent in cashier's or certified check (Checks shall be made payable to Augusta, Georgia), or such other security as approved by the Augusta, Georgia General Counsel.

[ ] (A) Each Bidder shall post a **bid bond, or certified check** made payable to Augusta, Georgia in the amount of 10% of the bid price. A company check is **not** acceptable. No bids shall be read or considered without a proper form of security.
[ ] (B) No bond or certified check is required.
[ ] (C) Bidder shall post a **payment/performance bond** payable to Augusta, Georgia in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements.
Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
[**X**] (D) Bidder shall post a **performance bond.** Precedent to the execution of this Contract by Augusta, Contractor shall furnish a performance bond, in a form acceptable to Augusta, in the amount of One Million Dollars ($1,000,000) or 100% of contract price, whichever is greater, which shall remain in effect for the full term of the Contract. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and/or goods are delivered according to specifications.

In accordance with Article 5 of Augusta, Georgia's Code. Augusta Georgia's code can be viewed in its entirety @ http://www.augustaga.gov/index.aspx?NID=685 Guidelines & Procedures.

3.3 **Augusta, Georgia License Requirement:** Contractor must be licensed in the State of Georgia or by the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a Bid/RFP/RFQ. For further information contact the License and Inspection Department @ 706 312-5162.

General Contractors License Number: If applicable, bidders responding to this Request for Proposal must provide their General Contractors License number in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

Utility Contractor License Number: If applicable, bidders responding to this Request for Proposal must provide their Utility License Number in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.

3.4 **Warranty Requirements:** (Check where applicable)
[ ] (A) Provisions of item 2.12 in regards to quality shall apply.
[ ] (B) Warranty required.
[ ] (a) Standard Warranty shall be offered with bid.
[ ] (b) Extended Warranty shall be offered with bid.

3.5 **Terms of Contract:** (Check where applicable)
[ ] (A) Annual Contract
[ ] (B) One time Purchase.
[**X**] (C) Other

3.6 **Use of Augusta, Georgia Landfill.** All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

Augusta
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NOTICE TO ALL BIDDERS

(PLEASE READ CAREFULLY)

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B **is a consolidated document consisting of**:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Bidder/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & all 3 Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Contractor must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a Bid/RFP/RFQ. For further information contact the License and Inspection Department @ 706 312-5162

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

Return Only If Applicable:

1. **The Exception Sheet (if applicable)**
2. **Local Vendor Registration (if applicable)**

DO NOT RETURN AT THIS TIME:

1. **Georgia Security and Immigration Subcontractor Affidavit**
2. **Non-Collusion Affidavit of Sub-Contractor**

Note: **The successful vendor will submit the above forms to the Procurement Department not later than five (5) days after receiving the "Letter of Recommendation" (vendor's letter will denote the date forms are to be received).**

WARNING: **Please review "Notice to Bidders" regarding Augusta Georgia's Local Small Business Opportunity Program Bidder Requirements.**

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Bids/RFPs/RFQs are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a Bid/RFP/RFQ.

Rev. 2/5/2013

Augusta
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Attachment B

You Must Complete and Return all 3 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department
ATTN: Procurement Director
530 Greene Street, Suite 605
Augusta, Georgia 30901

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Business License # for your Company (Must Provide): _____

Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a Bid/RFP/RFQ. For further information contact the License and Inspection Department @ 706 312-5162.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1)___: (#2)____: (#3) ____: (#4)____ : (#5)___: (#6)___: (#7)___: (#8) ____:
NOTE: CHECK APPROPRIATE BOX(ES)- ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta. Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the bid or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the bidding/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Attachment B - Page 2 of 3

Non-Collusion of Prime Bidder/Offeror

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and

2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

You Must Complete and Return all 3 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Attachment B - Page 3 of 3

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with 0.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in 0.C.G.A 13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with 0.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

****E-Verify * User Identification Number (Company I.D.)** _____

NOTE: E-VERIFY USER IDENDIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

_____
Company Name

_____
BY: Authorized Officer or Agent
(Contractor Signature)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20___

_____ **NOTARY SEAL**
Notary Public

My Commission Expires: _____

You Must Complete and Return all 3 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 8/15/2011

Augusta
GEORGIA

You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

_____

[Bid/RFP/RFQ Project Number and Project Name]

_____

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

_____

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

_____
Signature of Applicant

_____
Printed Name

_____
***Alien Registration Number for Non-Citizens**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

_____
Notary Public

My Commission Expires: _____ **NOTARY SEAL**

Note: THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL.

Rev. 9/25/2012

Augusta
GEORGIA

EXCEPTION SHEET

If the commodity (ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder(s) offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

_____
Signature

_____
Date

_____
Company

_____
Title

Return with submittal if the commodity and/or services proposed in the response to this bid are in anyway different from that contained in the specifications.

REV. 8/15/2011

Augusta
GEORGIA

STATE OF GEORGIA - COUNTY OF RICHMOND **BID/RFP/RFQ#_____**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with 0.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ([RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O. C. G. A 13-10-91.

_____
E-Verify * User Identification Number

_____
Company Name

_____
BY: Authorized Officer or Agent
(Contractor Signature)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

Georgia Law requires your company to have an E-Verify*User Identification Number on or after July 1, 2009.

For additional information: **State of Georgia**
http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
https://e-verify.uscis.gov/enroll/

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20___

_____
Notary Public

My Commission Expires:

_____ **NOTARY SEAL**

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

Rev. 7/22/2011

Augusta
GEORGIA

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),

_____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

_____
Signature of Authorized Company Representative

_____
Title

Sworn to and subscribed before me this _____ day of _____, 20__.

_____
Notary Signature

Notary Public: _____ (Print Name)

County: _____

Commission Expires: _____ **NOTARY SEAL**

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

Rev. 7/22/2011

Augusta
GEORGIA

Local Small Business Opportunity Program
Ordinance Requirements

Notice To All Bidders
(PLEASE READ CAREFULLY)

Shall apply to ALL Bids/RFPs/RFQs regardless of the dollar amount

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the LSBO Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

To print a copy of the Prime Contractor Data Collection Form visit:
http://www.augustaga.gov/index.aspx?NID=1672

For questions and or additional information please contact:

Mrs. Yvonne Gentry
Local Small Business Opportunity Program
530 Greene Street, Room 305
Augusta, Georgia 30901
(706) 821-2406
Website: http://www.augustaga.gov/index.aspx?nid=83

SHALL APPLY TO PROJECTS $100,000 & UP

Local Small Business Opportunity Program (Continued)

Sec. 1-10-129. Local small business opportunities program participation.

(a) ***Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing.*** The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over $100,000 in value:

(1) Bid conditions, requests for proposals, and all other specifications for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.

(d) ***Post Contract Award Requirements.*** The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) Compliance.

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

(i) Competitive Bids.

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

For questions and or additional information please contact: Mrs. Yvonne Gentry, Local Small Business Opportunity Program, 530 Greene Street, Room 305, Augusta, Georgia 30901 (706) 821-2406. **NOTE**: All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid Number.

RFP Item 13-145 Ambulance Services
Due Date: Tuesday, May 28, 2013 @ 3:00 P.M.

EMERGENCY (911) AMBULANCE SERVICES AND BILLING AND COLLECTIONS FOR AMBULANCE TRANSPORT AND NON-TRANSPORT ACCOUNTS FOR AUGUSTA, GEORGIA

Augusta, Georgia Consolidated Government requests qualified firms and organizations with proven professional experience and expertise in emergency ambulance services and billing and collections for ambulance transport and non-transport accounts to submit proposals to provide emergency ambulance services and billings and collections for ambulance transports and non-transport accounts.

I. INTRODUCTION

Augusta, Georgia Consolidated Government ("Augusta") desires to obtain Advanced Life Support ambulance services and the requisite billing and collections for Augusta's ambulance service transport and non-transport accounts. Augusta intends, however, to remain the designated 911 EMS Provider for all of Augusta.

Augusta, Georgia, located in the east central section of the state, is approximately 150 miles east of Atlanta on Interstate 20. The Savannah River serves as the boundary between Augusta and Aiken County, South Carolina. Augusta's current population is about 200,000. Along with several other Georgia and South Carolina counties, the region is known as the Central Savannah River Area, commonly referred to as the CSRA, and is home to approximately half a million people.

Augusta is Georgia's second oldest and second largest city, founded during the British colonial period as a trading outpost. In 1996, the City of Augusta consolidated with Richmond County to form Augusta, Georgia. This consolidated governing body consists of a Mayor and 10 Commissioners. Augusta is one of only three consolidated governments in Georgia. The current Emergency Medical System (EMS) system uses a combination of fire and private ambulances to provide service. The successful Contractor will evaluate, treat and/or transport all patients to the appropriate destination without regard to payment. In addition, the successful Contractor shall promptly provide all billing to any patient.

Augusta desires proposals from those organizations that can provide all the services contemplated under the Scope of Work.

This agreement will be a performance-based service contract that will be a traditional fee-for-service system. The successful Contractor shall pay costs to Augusta as outlined in Section IV, Payment and Penalties of this RFP. Details regarding the contract, credentialing, performance standards, requirements, and the requested scope of services are described in this RFP. Proposers shall comply with performance standards, requirements, and the requested scope of services in this RFP.

Augusta utilizes an Emergency Medical Dispatch (EMD) system and is accredited by The National Academy of Emergency Medical Dispatch. The Augusta 911 Center will provide access to the 911 system as the dispatching agency. Use of Fire Department stations will be available, for a fee, as base stations for ambulances. Refer to Section IV, Payment and Penalties, of this RFP.

Augusta Fire Department is a zone provider for Region VI under the Regional Ambulance Zoning Plan. Augusta Fire Department is seeking to subcontract its responsibilities as such. Augusta Fire Department intends to maintain a number of ambulances and is prepared to utilize these apparatuses for transport in the event of major incidents or at the discretion of the Fire Chief or designee.

A comprehensive proposal will require orientation and familiarity with Augusta's unique service requirements.

Augusta reserves the right to make multiple awards.

II. BACKGROUND

GENERAL REQUIREMENTS AND GOVERNING LAW

Through the State Constitution, Augusta controls ambulance service delivery within the specified service area. Georgia law permits counties to control ambulance (and other) services as stipulated under Constitutional Article IX, Section II, paragraph III (a), subsection (3). In addition, and from time to time, Augusta may establish certain rules and regulations that govern the operation of ambulance services within the contractual jurisdiction. The Georgia laws, contractual standards as stipulated in the RFP and future addendum, Augusta resolutions, ordinances and rules and regulations, and published operational and medical policies of the Georgia Emergency Management Systems Office and this RFP set forth the requirements for service for the Augusta service area, and the successful Contractor shall comply with them.

SERVICE AREA

The response area to be served by this RFP is the "Augusta - Richmond County Exclusive Area - Ground" which is one single exclusive area servicing the entire county. A map of the Service Area is attached to this RFP as **Attachment C** and is incorporated herein by reference.

III. SCOPE OF WORK

Services shall be in accordance with the requirements of this RFP and **Attachment A**, Scope of Work. **Attachment A** is attached and is included herein by reference.

Any service offerings that are in addition to or outside of the Scope of Work, attached hereto as **Attachment A**, shall be clearly identified in a separate section of the Technical Proposal and titled "Additional Offerings." Augusta does not require the Proposer to provide any additional service offerings and each Proposer shall be evaluated on the basis of their compliance with the Scope of Work.

IV. PAYMENTS AND PENALTIES

Augusta, Georgia prefers to provide no supplement to the successful Contractor. The successful Contractor agrees to pay to Augusta, at such address or addresses as may be designated in writing from time to time by Augusta, the total fixed amount of Five Thousand Dollars ($5,000) for Medical Program Direction Services every year this agreement is in effect. If Contractor selects to use the Warden's House as a post, the Contractor shall pay to Augusta $10,000.00 per year. The lease for use of the Warden's House under this Agreement is attached to this RFP as **Attachment I**.

V. PROPOSAL FORMAT

A. INTRODUCTION

1. Table of Contents

Each proposal shall be structured to incorporate a table of contents which shall clearly indicate where each required section is located. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies and plans are encouraged to be placed in an appendix. All proposals shall include page numbers and have major sections tabbed.

Each of the sections in the Table of Contents is described below. It is the intent of this procurement to preserve or improve upon the current pre-hospital system in every category of service, and to meet or, where possible, improve the quality of service. Thus, Proposer shall describe Proposer's capabilities and agree to meet or exceed minimum service requirements. Failure to accept Augusta's minimum-service requirements in any service category may be grounds for disqualification. While additional commitments are not encouraged, all additional commitments, if offered, shall be separately stated within each section.

2. Cover Letter

Each proposal shall have a cover letter, signed by the authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Proposer's full understanding and acceptance of all terms set forth in the RFP including but not limited to, the financial projections in the Proposer's proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict of interest statutes or ordinances. The letter must state that the proposal is a firm and binding offer to perform the services stated under the conditions specified in the proposal. *Failure to provide this letter may cause the proposal to be considered non-responsive.*

3. Executive Summary

Each proposal shall have an executive summary that describes, in summary form, the essential elements in the proposal. The executive summary shall not exceed 10 pages in length.

B. QUESTIONS AND MINIMUM REQUIREMENTS (Provide answers to the following with your response.)

1. Name and address of Proposer's organization.
2. Name and address of organization's liaison for this Procurement. All questions and correspondence will be directed to this person.
3. Type of organization or legal entity (e.g. partnership, corporation) and the state under which the laws of the entity is formed.
4. List the names and addresses and share of ownership of <u>all</u> owners, shareholders, directors, officers, and corporate linkages of the organization or entity. Include all Doing Business As (DBAs – This information is for data collection only and will not add any value to the award of this project). An organizational chart listing all entities and owners must be provided. If the Proposer is a corporation with 30 or more shareholders, provide the title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.
5. Provide names and affiliations of all other corporations or entities potentially providing services to this agreement.
6. List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
7. Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations.
8. List all financial interests of the organization or parent organization in other related businesses.
9. List any commitments and potential commitments which would impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
10. Provide a narrative description of emergency ambulance service and related services currently provided by the organization.
11. Describe the organization's experience in providing Advanced Life Support-level emergency ambulance service under a performance-based contract serving an area with service conditions similar to those of Augusta, Georgia, e.g., geo-demographics, payer mix.
12. Describe the proposed local management team, roles and responsibilities and their backgrounds. Include biographies and resumes.
13. The Proposer and each of its partners, members or shareholders must provide letters from any EMS regulatory agencies (maximum of five (5) where it operates at the credentialing level) stating that it has been in substantial compliance with their standards, including response-time requirements, if measured by the agency, for the last two years.

14. List at least three (3) hospital Emergency Departments and three (3) public safety agencies (e.g., fire department, law enforcement agencies, park rangers) with which the organization has worked during the past year and which may serve as references. Include name of project, point of contact, phone and fax number and e-mail address.
15. Describe all contracts the organization executed/entered during the past five (5) years regarding Advanced Life Support/Basic Life Support pre-hospital delivery of services showing year, type of services (e.g., interfacility, combined), location, name and address of contracting agency.
16. Provide details, if any, of any failure, default, problems or refusal to complete a contract by the proposed organization.
17. Explain any litigation (pending or closed) in the last ten (10) years involving the organization or any principal officers thereof, in connection with any performance or service, of those proceedings.
18. Explain any medical malpractice suits with a dollar loss (list the actual circumstances, conclusions and dollar loss) for the last ten (10) years.
19. Include a list and short summary of internal company and citizen complaints with the Better Business Bureau and/or other consumer agency in the last ten (10) years and the outcome of those proceedings.
20. Include a list and short summary of complaints to the State of Georgia Emergency Medical Service (EMS) Office in the last ten (10) years and the outcome of those proceedings.
21. Identify any circumstances that you have knowledge of in which your billing-claims history or other billing conduct has been the subject of a formal inquiry by any federal or state enforcement agency or body.
22. List any vehicle accidents that were reportable as defined by state law or insurance company policy that the organization or its affiliates has been involved with, noting circumstances and fault determined. List proposer's accident rate per vehicle and per 100,000 miles driven for the past three years.
23. List all workers' compensation claims within the past three years.
24. List and state current status and/or outcomes of any criminal or civil cases or investigations against the Proposer or any officer, manager or subcontractor of Proposer within the past three years.
25. List and state current status and/or outcomes of any criminal or civil cases or investigations involving Medicare or Medicaid contract violations involving the Proposer and its personnel for the past ten years in all corporate operations.
26. List and state the status and/or outcomes of any investigations for affirmative action violations or EEOC claims involving the Proposer and its personnel within the past three years.

C. TECHNICAL PROPOSAL

1. Technical Approach To The Project

   a. Ambulance Services

      Describe the procedures and methods that will achieve the required outcome of this project.

      Describe how you propose to meet the requirements of this RFP. Describe how you propose to organize, train, and maintain the required resources (personnel and equipment) necessary to fulfill the requirements of this RFP.

      Describe your System Status Plan that must include, but is not limited to, the number of ambulances (the number of ambulances on duty by hour and day), believed to be necessary to fulfill the services requested under this RFP, the post locations to be used, and the priority of post locations and move-up triggers and criteria.

      Include an overview of the personnel and equipment resources that will be available in your proposed System Status Plan.

List the current and planned number of staff, including managers and field supervisors in your System Status Plan that will be needed for the services to be provided under this Agreement. (Augusta Fire Department will not provide lift assistance on general transport calls).

Proposer must also describe any other equipment that will be used under this Agreement, including but not limited to drug boxes, cardiac monitors, defibrillators, gurneys, and all equipment and things required to be in vehicle (truck, engine, ambulance). All proposers must use cardiac monitors that are capable of transmitting data into the Physio Life Net system and a receiving hospital. Proposer should also describe its policy for maintaining equipment at a rate that exceeds the highest amount needed for minimum staffing.

Proposer shall define "full time" and "part time" personnel.

Provide Proposer's annual turnover rates by category of personnel and define "turnover" and how it is calculated.

Supply any necessary supporting documentation to demonstrate existing capabilities to furnish service which is similar to that required under this procurement.

Provide your Unit Deployment Model that includes, but is not limited to, service delivery model that includes primary response, backup and move up, cover plans, return-to-base plans and a plan for the location and housing of staff and ambulances.

Provide a staff schedule based upon the Unit Deployment Model. Schedule shall provide for staff to have at least eight hours of rest between regularly scheduled shifts.

Provide a grooming policy that shall be enforced for all personnel providing services herein.

Provide a Quality Improvement Plan that includes, but is not limited to, any identified patient care or operational concerns and actions taken under the plan.

Submit a Disaster and Emergency Operations Plan. Include a recall procedure.

Provide a copy of your HIPAA Privacy Plan and Compliance Plan.

Describe the type, brand, and quantity of ambulances proposed to be used for this Agreement, including the age, mileage condition and vehicle replacement schedule for each vehicle. At least one ambulance must be capable of transporting a bariatric patient with hydraulic lift gurney. All vehicles must be in good condition. Proposer should also describe its policy for maintaining vehicles at a rate that exceeds the highest amount needed for minimum staffing.

Describe Proposer's Fleet Maintenance Program and Vehicle Replacement Policy.

Describe how Proposer's system will communicate with/interface with Augusta's Dispatch System. Proposer shall not propose using an alternate system.

- The Communications Systems used by Augusta is a Motorola 800 Mhz Astro P25, Digital trunked radio system. The Communications System is proprietary, no frequency Codes or programming information will be furnished to the Contractor.

Proposers shall provide detailed information regarding the communication equipment to be used, including interface capabilities. All ambulances should provide a system that is capable of bed-side reporting and allow for the electronic sharing of information between first responder and ambulance paramedics. This section should include how the Proposer's equipment will wirelessly gather a patient's information and wirelessly relay a patient's information to a receiving hospital's system.

Proposer shall describe how it will track patients from dispatch to patient contact to billing and collections.

Describe your Community Education/Outreach Program.

b. Billing and Collections

Describe the implementation of methods and mechanisms/technologies for the electronic Patient Care Report (ePCR) required for data collection in the field by staff.

Describe the software that will be able to track patients from dispatch to patient contact to the billing and collection phase.

Describe the storage of the permanent patient medical records. This storage must be in a data warehouse in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

Provide security and disaster recovery plans. Include specific and detailed information regarding plans to encrypt electronic data or otherwise secure the data during use in the field, and during transmission between ambulances and Proposer's data warehouse, Augusta base of operations, hospitals and third-party payers in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 160 and 164, privacy act requirements.

Comprehensively describe media and processes, hardware, mobile software, and training.

Describe how billing and collection activities, including accounts receivable, will be managed. Describe the methods, policies, procedures, and time frame between actions for billing and collection activities, including billing on behalf of Augusta, Georgia.

Describe any benefits associated with your system that will facilitate quality improvement or that will facilitate Augusta's Medical Program Director and Augusta's ability to utilize the data collected for quality improvement and performance management purposes in a web-enabled format.

Describe how insurance claims shall be submitted to insurer carriers. Describe processes and methods used to collect all applicable co-insurance and deductibles from patients or secondary insurance.

Describe in detail the monthly report(s) to be provided to Augusta regarding its monthly financials, which should minimally include gross amount billed, net collected and payer mix. Provide one or more model monthly report(s).

Provide a copy of your HIPAA Privacy Plan and Compliance Plan.

Provide a copy of your Office of Inspector General (OIG) Billing Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138 (December 18, 1998).

Describe your complaint resolution process regarding billing and how complaints will be communicated to Augusta. Include a copy of Proposer's complaint policy. Provide a copy of procedures that outline a policy for accounts receivable aging reports, reminder mailings, telephone collections methods, use of collection agents, write-off, hardship and charity cases policy, identifying and pursing alternate third-party payments and other reimbursements.

Provide a complete description of training that will be provided to Augusta personnel.

c. Project Management

Describe how the project will be organized and managed without subcontracting the services performed hereunder.

Describe the resources necessary to accomplish the purpose of the services requested.

Describe the scope, timeline and task schedule for entire project.

2. Key Personnel

Identify the individuals who will be part of the project team. Provide qualifications and resumes of key full-time and part-time personnel assigned to this project. State previous experience applicable to this project, as well as educational and professional background.

Identify the individuals who will be responsible for resolving problems. Identify the individuals who will be available on a twenty-four hours a day, seven days a week (24/7) basis, including holidays and including availability during off-hours.

Provide the name, address, telephone and fax number, and e-mail address of the Proposer's Medical Director within Service Area.

3. Organization Qualifications

Describe your experience, capabilities and other qualifications for providing Advanced Life Support level emergency ambulance service. State number of years organization has been practicing.

Provide Augusta with the name of the Chief Executive Officer of the Proposer, and if a partnership, corporation, firm or association, the names, addresses and phone numbers of any individual with fifty (50) percent or more proprietary interest.

Provide copy of current Georgia state ambulance license and most recent inspection report.

4. Fiscal Strength

Proposer shall describe its company fiscal strength highlighting features of the financial documents provided as required as well as other aspects of the proposer that would allow evaluation of its fiscal ability to initiate, operate and sustain this contract over the life of the contract.

Include a copy of audited financial statement for the last three (3) years.

5. Current Cost and Revenue Forecasts

In this section, all costs and all revenue sources must be clearly listed and assumptions documented. Since cost and revenue projections will be compared among all Proposers, Augusta requires that information be provided in the format and with the level of completeness and detail specified herein.

Augusta requires all Proposers to present detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that Augusta may clearly determine the cost impact per call on all costing assumptions

All revenue sources must likewise be fully described. Augusta assumes that patient care fees will be a major component of the Proposer's financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in this RFP, and must be consistent with volume-related cost projections. Proposers must identify all other revenue sources supporting their proposed budgets, and must explain how these revenue sources will change as a result of this commitment.

The proposal must describe and document all costs and cost estimates necessary for providing services required by this RFP.

Proposers must describe all revenue sources (direct and in-kind) and document working capital needs and sources for the startup of this contract and/or any changes anticipated for this contract plus any sponsoring organization's commitment to financing (if any) and the legal authority to continue this commitment throughout the term of this contract.

6. Capital Financing

Proposers shall clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations for each proposal. It is the Proposer's responsibility to conclusively document the source, the availability of the capital and the firm commitment of the source or sponsoring agency, as appropriate.

7. Other Financial Information

Proposers may submit any other financial information that the Proposers considers relevant.

All Proposers should be aware that the documents requested will serve to confirm the soundness of their current financial positions. Augusta's intent is to award the service to an organization demonstrating the financial capability to operate successfully.

D. RESPONDENT'S PROPOSED FEE SCHEDULE

Respondent shall provide proposed fee schedule in **Attachment H** to the RFP, Respondent's Fee Schedule, which is attached and incorporated herein by reference.

The fee schedule must be submitted in a separate, sealed envelope with the responder's name, the request for proposals number, and title of the request for proposals clearly identified on the outside of the envelope.

NOTE: DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE THE FEE SCHEDULE.

Provide a Fee Schedule for the following in **Attachment H** ONLY:

Supplement Amount, if any
ALS Transport
BLS Transport
Oxygen
Mileage Charge
All-encompassing ALS 2
EKG Monitor and Interpret
Fee for Patient Assessment when no transport is provided
Percentage or flat-fee for billing on behalf of Augusta, Georgia

VI. CONTRACT

A. STANDARD AUGUSTA CONTRACT

The attached sample contract is Augusta's standard contract document (see **Attachment J**, Contract for Professional Services) which specifically outlines the contractual responsibilities. All Proposers should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Proposer's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to Augusta, Proposers should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Augusta, Georgia Commission.

B. SUBMITTAL INSTRUCTIONS

Technical Proposal and Statement Agreeing to Current Augusta Fee Schedule also shall be submitted in:

- One (1) Original Stamped "Original" and
- Twelve (12) Identical Paper Copies of the Technical Proposal and
- Twelve (12) CDs with Proposal and Statement in Word or Adobe

Technical Proposal and Statement Agreeing to Current Augusta Fee Schedule shall be submitted to the following address no later than **3:00 p.m.** on **Tuesday, May 28, 2013**:

Geri A. Sams
Director of Procurement
Room 605, Municipal Building
530 Greene Street
Augusta, Georgia 30901

Proposals must be clearly identified on the outside of the envelope with the Proposer's name, RFP Number, Title for the Request for Proposals.

C. MANDATORY PRE-PROPOSAL CONFERENCE

A **Mandatory Pre-Proposal Conference** will be held at **10:00 a.m. on Friday, April 26, 2013** at:

Procurement Department
Room 605, Municipal Building
530 Greene Street
Augusta, Georgia 30901

For information regarding the mandatory pre-proposal conference, please contact Bid and Contract Team at www.procbidandcontract@augustaga.gov or call 706-821-2422.

D. QUESTIONS:

All questions regarding this RFP should be addressed to the Bid and Contract Team at the address indicated above. All questions are to be in writing and are to allow sufficient time for distribution to all interested parties. Augusta will be the sole determiner of sufficient time.

All questions concerning the project shall be submitted to the Bid and Contract Team, at www.procbidandcontract@augustaga.gov or faxed to 706.821-2811 or mailed to: **Procurement Department -Room 605, Municipal Building - 530 Greene Street - Augusta, Georgia 30901 in writing no later than 5:00 pm on Friday, May 3, 2013. Questions received by the Director of the Department of Procurement after this date will not receive a response.**

E. ACKNOWLEDGEMENT OF ADDENDA

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged in **Attachment B**. Failure to properly acknowledge any Addendum will result in a declaration of non-responsiveness.

F. PROPOSAL DURATION

Proposals submitted in response to this RFP must be valid for a period of One Hundred and Eighty (180) days from proposal submission deadline, and **must be so marked**.

G. EXPENSES FOR PREPARING RESPONSES TO THIS RFP

Augusta accepts no responsibility for any expenses incurred by the Proposers to this RFP. Such expenses are to be borne exclusively by the Proposers.

H. GEORGIA OPEN RECORDS ACT

Without regard to any designation made by the person or entity making a submission, Augusta considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

I. BUSINESS LICENSE

Business License Information shall be provided in **Attachment B.** In addition, Proposers shall also submit with their proposal, a copy of their valid company business license. If the Proposer is a Georgia corporation, Proposer shall submit a valid county or city business license. If the Proposer is not a Georgia corporation, Proposer shall submit a certificate of authority to transact business in the State of Georgia and a copy of their valid business license issued by their home jurisdiction. If Proposer holds a professional certification which is licensed by the State of Georgia, then Proposer shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Proposer for the duration of the contract.

J. DRUG-FREE AWARENESS PROGRAM

The Proposer shall certify compliance with the requirements of the Drug-Free Workplace Act, 41 U.S.C.A. 701, et. seq.

K. PERFORMANCE BOND

Precedent to the execution of this Contract by Augusta, Contractor shall furnish a performance bond, in a form acceptable to Augusta, in the amount of One Million Dollars ($1,000,000) or 100% of contract price, whichever is greater, which shall remain in effect for the full term of the Contract. (see **Attachment J** – Contract for Professional Services, for Performance Bond Form).

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

VII. CRITERIA FOR SELECTION

The following evaluation criteria will be used as the basis for the evaluation of proposals. The criteria are listed in order of importance. An evaluation committee will review and rate all proposals and may determine an interview list of the firms whose proposals are highest rated based on qualifications and information provided in Section V, Proposal Format, and Section VII, Evaluation Criteria.

The evaluation committee will then re-score all interview listed firms based on the information submitted and oral interview, and will compile a new list ranking those firms. After all rating is completed the committee will open Fee Schedules of only the final short listed firms and will include the Fee Schedule information along with its recommendation for award to the Augusta, Georgia Commission, who will make the final decision as to award of contract.

The committee will choose the top three proposals, and offer the vendors the opportunity to present their product and proposal in person.

Following the presentations, the committee will vote on the preferred vendor and contract negotiations will begin. All contracts with vendors are subject to approval by the Augusta, Georgia attorney. Depending on the final cost, the Augusta Administrator and/or the Augusta, Georgia Commissioners will have approval authority over the contract and proposed budget outlay.

The evaluation and selection process will be conducted in accordance with Procurement regulations as described elsewhere in this RFP.

Phase I - Augusta, Georgia RFP-13-145
Ambulance Services
for Augusta, Georgia - Fire Department

Factor	Points	General Description	Rating					Weighted Score				
			Scale 0 (Low) to 5 (High)									
		Company										
QUALIFICATIONS AND EXPERIENCE	6.00	Ability to meet all RFP requirements										
	5.00	Project Management and Personnel (Proposers' Credentials, Experience and Local Management Team).										
	3.00	Company history and the present organizational structure										
	3.00	Cover letter introducing the company and include the corporate name, address and telephone number of the corporate headquarters and local office.										
Points	17.00											
PLAN ADMINISTRATION SERVICES, TECHNICAL APPROACH AND QUALITY	15.00	Technical Approach to the Project										
	15.00	Answers to Questions and Minimum Requirements										
	15.00	Proposal's Response to Statement of Work										
	10.00	Organization Qualifications										
	5.00	Billing and Collections Process and Procedures										
	5.00	Project Management										
	5.00	Key Personnel										
Points	70.00											
TECHNICAL REQUIREMENTS	20.00	Integration of equipment requirements as listed in the RFP for fleet and all/any reporting of electronic data to both Augusta Fire and 911 Centers.										
Points	20.00											
DELIVERABLES	10.00	The deliverables listed in this section are the minimum desired from each vendor. (Deliverables are any attachments, license, and etc. requested in this Request for Proposal).										
Points	10.00											
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8.00	Experience related to performance of requested services										
	3.00	Financial/Administrative Stability										
	3.00	RFP Quality/Completeness										
	4.00	Character, Reputation, References										
	5.00	Overall Value Proposition										
Points	23.00											
Grand Total	140.00											

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Phase I I - Augusta, Georgia RFP 13-145
Ambulance Services
for Augusta, Georgia - Fire Department

Factor	Points	General Description	Rating Scale 0 (Low) to 5 (High)				Weighted Score			
		Company								
OVERALL VALUE PROPOSITION	25.00	Qualifications and Experience								
	20.00	Technological Capabilities & Automation								
	15.00	Credentials and Responsiveness								
	10.00	Fleet Assignment and Assessment								
	10.00	Maintenance and Replacement Services Plan of Fleet and Equipment								
	9.00	Reporting Capabilities (Augusta Fire and 911 Departments)								
	8.00	Implementation Plan								
	3.00	Price: Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and **consider the pricing proposals** submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. First Ranked - 3 Points Second Ranked - 2 Point and Third Ranked - 1 Point								
Points	**100.00**									
Grand Total										

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Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized.

Each submittal must respond to the requested information for each section.

Phase Two Criteria:
(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

Note: All offerors selected to participate in Phase Two shall be equally evaluated without respect to the score received in Phase One.

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Price Proposals:

The Committee will evaluate the responses to the RFP, verify the information presented, and conduct oral interviews, as deemed appropriate. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes. Price shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 13-145 Ambulance Services - FEE PROPOSAL.

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional fee information and to request a "Best and Final" offer.

VIII. SCHEDULE

Submission time: One (1) original and twelve (12) copies of your team's proposals are due on or before **3:00 P.M.** Eastern Standard Time, **Tuesday, May 28, 2013**. Submittals will not be accepted after the date and time indicated.

ITEM	DATE
Mail RFP	**Thursday, March 21, 2013**
Mandatory Pre-Proposal Meeting	**Tuesday, April 26, 2013 at 10:00 a.m.**
Questions Due in Writing	**Friday, May 3, 2013 by 5:00 p.m.**
RFP responses due	**Tuesday, May 28, 2013 by 3:00 p.m.**
Committee Evaluations	**June 2013**
Interviews	**June 2013 (if needed**
Presentation of Recommendations to Augusta Commission	**June 2013**
Contract Negotiations begin	**July 2013**

NOTE: DATES ARE TENTATIVE AND ARE SUBJECT TO CHANGE:

RFP Item 13-145 Ambulance Services
Due Date: Tuesday, May 28, 2013 @ 3:00 P.M.

ATTACHMENTS

Attachment A	Scope of Work
Attachment B	Mandatory Procurement Document (Consolidated forms Business License Number; Acknowledgement of Addenda; Statement of Non-Discrimination; Non-Collusion Affidavit of Prime Bidder/Offeror; Conflict of Interest; Contractor Affidavit and Agreement, Verify User I)
Attachment C	Map of Service Area
Attachment D	Augusta, Georgia Emergency Management Agency Local Emergency Operations Plan. Please visit http://www.augustaga.gov/documentcenter/view/3413 to obtain this information
Attachment E	Vehicle Inspection Form for Registered Ambulances
Attachment F	Reference Form
Attachment G	Historical Call Volume
Attachment H	Respondent's Fee Schedule Cover Page and Fee Schedule
Attachment I	Lease/Rental of Augusta Property
Attachment J	Contract for Professional Services

ATTACHMENT A

Scope of Work

A. CONTRACTOR SHALL:

1. Respond to all calls, without delay, with the closest available unit dispatched by the Augusta 911 Center. All response times, measured in seconds and not whole minutes, shall be calculated starting at the moment the Contractor receives the dispatch until the time the Contractor arrives on scene with a fully-functional and fully-staffed ALS ambulance.

2. Staff ambulances with at least one (1) state-certified Emergency Medical Technician-Paramedic (EMT-P) and one (1) state-certified Emergency Medical Technician-Basic (EMT-B) or one (1) state-certified Emergency Medical Technician-Intermediate (EMT-I) on all responses. All of Contractor's personnel shall be certified by the State of Georgia.

3. Submit a daily staffing roster to the 911 Center shift supervisor and the Augusta Fire Department EMS Coordinator no later than thirty (30) minutes after the start of a shift. The roster must be updated as changes are made.

4. Provide state certified ALS-equipped ambulances for all Augusta responses. Supervisory staff shall not be utilized as a primary ambulance on any calls.

5. Each vehicle shall include markings in type and placement approved by Augusta that contain the unit number, promote 911 emergency number advertising, and displays a logo or phrase that the vehicle supports Augusta, Georgia Fire Department.

6. Ensure that no statement or press release is issued regarding a call dispatched by the Augusta 911 Center without prior approval of Contract Administrator or designee.

7. Have an agent/representative available twenty-four hours a day, seven days a week to respond to any and all inquiries, problems and issues. Successful contractor shall provide a list of individuals who will be responsible for responding to any and all inquires and complaints and resolving any and all problems and issues that may arise. The list must identify the individuals who will be available on a twenty-four hour, seven day a week (24/7) basis, including holidays and traditional non-business hours. The list of individuals must be current and on file in the Augusta Fire Department EMS Coordinator's office during the term of the contract and updated monthly or as needed.

8. Notify the Augusta 911 Center and/or Augusta Fire Department of accurate estimated times of arrival (ETA) to any response inquiries.

9. All ambulances shall have a current and complete map book of Service Area and surrounding areas, as well as a commercially available dash mounted GPS system.

10. Respond to all patients according to the appropriate priority level as designated by the Augusta 911 Center using EMD protocols. Augusta's general priority level designation is explained in term section herein.

11. Respond to all calls within the following response time standards ninety (90%) percent of the time:

Level	Urban	Rural
Priority 1	Less than 8:00 minutes	Less than 10:00 minutes
Priority 2	Less than 10:00 minutes	Less than 12:00 minutes
Priority 3	Less than 20:00 minutes	Less than 20:00 minutes

Calls exceeding the response time standard by 5:00 minutes or more will be subject to other penalties. Augusta will evaluate compliance on a monthly basis.

12. System Status Plan
    - The successful Contractor shall have a System Status Plan that includes, but is not limited to: the number of ambulances (the number of ambulances on duty by hour and day) believed to be necessary to fulfill the services requested under this RFP; the post locations to be used; the priority of post locations; backup and move-up triggers and criteria; cover plans; return-to-base plans; and a plan for the location and housing of staff and ambulances. The minimum number of ambulances shall be at least 133 percent of the vehicles required at peak load.
    - The System Status Plan must provide an overview of the personnel and equipment resources that will be available in your proposed system, including procedures to address coverage when Contractor reaches system status zero.
    - Proposer's System Status Plan shall include the current and planned number of staff, including managers and field supervisors, for the services to be provided under this Agreement.
13. Provide a staff schedule based upon Contractor's System Status Plan, which shall include a plan to ensure personnel fitness for duty prior to and during shifts based on consecutive hours worked and rest obtained.
14. Provide a Quality Improvement Plan that includes, but is not limited to, any identified patient care or operational concerns and actions taken under the plan.
15. Provide a Disaster and Emergency Operations Plan, which must include a recall procedure and plans to offer Mutual Aid Agreements with all other ambulance services providers in Augusta, the surrounding area, and GEMA.
16. Provide a HIPAA Privacy and Compliance Plan.
17. Provide Augusta with a minimum of eight hours notice when any ambulance will be out of service and no replacement vehicle will be provided resulting in fewer ambulances available than needed as described in the System Status Plan. For every hour an ambulance is out of service, the Contractor will be charged $100.00, with a maximum daily charge of $2,400.00.
18. Provide security and disaster recovery plans. Include specific and detailed information regarding plans to encrypt electronic data or otherwise secure the data during use in the field, and during transmission between ambulances and Contractor's data warehouse, Augusta base of operations, hospitals and third-party payers in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 160 and 164, privacy act requirements.
19. Notify the Augusta 911 Center and the Fire Department shift commander immediately when situations arise that prevent or delay responses.
20. Transport patients to the appropriate destination without regard to whether payment is made or arranged prior to transport.
21. Ensure that all vehicles and equipment used to transport patients are in good mechanical operating condition. Ambulances performing services shall meet or exceed vehicle specifications outlined in Georgia Regulations Section 511-9-2-.09, as may be amended, and shall be equipped with all required equipment and supplies for operations as required by the Contract Administrator. Ambulances with mileage in excess of 250,000 miles shall not remain in the front line fleet and reserve or backup ambulances with mileage in excess of 350,000 shall not be utilized except in exigent circumstances.
22. Afford Augusta access to inspect any and all vehicles, including but not limited to mechanical, safety and special equipment, used to transport patients.
23. Afford Augusta access to any and all maintenance records regarding vehicles used to transport patients.
24. Ensure that all vehicles used to transport patients are maintained and equipped as ambulances in accordance with all applicable laws and regulations. Refer to **Attachment E** of RFP, Vehicle Inspection Form for Registered Ambulances. **Attachment E** is incorporated herein by reference.

25. Ensure that all vehicles used to transport patients are maintained in a clean condition, free of foreign matter and offensive odors.

26. Ensure that all vehicles are appropriately licensed and registered in accordance with all applicable laws and regulations. Contractor shall provide Augusta with a list of all vehicle inspection reports prior to contract execution and will provide Augusta with any current vehicle inspection reports upon request after contract execution.

27. Ensure that all drivers of vehicles have an appropriate, current and valid driver's license and have held that driver's license for a minimum period of two (2) years.

28. Provide emergency vehicles operation training for drivers of vehicles used to provide the services herein.

29. Ensure that all staff are offered a Hepatitis B vaccine and, upon request, provide written proof to the Augusta Fire Department of the injection dates or declination records, as applicable.

30. Upon award of contract, provide a list of staff along with their certification numbers. List shall be kept current and up-to-date during the term of the contract and provided to the Augusta Fire Department EMS Coordinator monthly.

31. Afford Augusta access to any and all training records of staff.

32. Training should include, at a minimum, emergency vehicle operation training, infections control, patient care, and customer service training.

33. Ensure a Health Insurance Portability and Accountability Act of 1996 (HIPAA) compliance plan is in place and enforced and that all staff have received HIPAA training.

34. Ensure that all staff wear appropriate uniforms and are neat in appearance at all times. Ensure enforcement of grooming policy for all personnel providing services herein.

35. Staff shall be provided appropriate infectious disease protective wear and general safety wear for use in unsafe environments.

36. Provide the name, address, telephone and fax number, and e-mail address of the Contractor's Medical Director for general transport calls. Information shall be kept current and up-to-date during the term of the contract.

37. Make each employee aware of his/her responsibility:
    a. To follow the operational instructions of on-ground incident command when operating on an emergency scene.
    b. To keep in confidence any and all medical and health information pertaining to all patients.
    c. To consent to the release of information between Augusta and the Contractor.

38. Train staff in the use of infection control procedures and other training that is required to comply with Occupational Health and Safety Administration (OSHA) Standards and that of other applicable regulatory agencies.

39. Notify Augusta via e-mail, delivery confirmation and read receipt requested, within eight (8) hours of any and all problems, accidents, injuries, complaints, or mechanical difficulties with regard to services provided under herein. The notification shall be directed to the Contract Administrator and/or designee.

40. A summary report of Quality Improvement issues, including remedies or corrective actions, shall be delivered to Contract Administrator and/or designee monthly, no later than the 5th day of each month for the preceding month.

41. Comply with all policies, procedures, and protocals as approved by the Medical Program Director when engaged in the response, treatment, and transport of patients.

42. Respond as requested and comply with operational instructions of incident command when the Augusta Emergency Management Agency Local Emergency Operations Plan is in effect.

43. Prior to the execution of the contract, successful Contractor shall obtain the appropriate and necessary authorization from the Georgia Department of Medical Assistance, the Health Care

Financing Administration (HCFA) in order to obtain Medicare/Medicaid reimbursement for Medicare/Medicaid patients transported under the Contract.

44. Submit weekly reports, in a spreadsheet format, to the Contract Administrator or designee that include, but is not limited to, response times, number of calls responded to, types of calls, percentage of calls resulting in transport, lost unit hours and equipment malfunctions, as required by the Contract Administrator or designee. Also, submit a year-end report summarizing services provided for the immediate preceding year by January 15 of each year of the contract.

45. Submit a monthly report to the Contract Administrator regarding the monthly financials, which should minimally include gross amount billed, net collected and payer mix.

46. Contractor will ensure that all personnel are trained under the National Incident Command System.

47. All of Contractor's vehicles shall be able to effectively communicate via radio and/or other equipment directly with the Augusta 911 Center and Augusta Fire Department apparatus. Determination as to whether the Contractor's communication system effectively interfaces with Augusta's system shall be determined by Augusta.

48. The Contractor agrees to purchase their own radios to be programmed by an authorized Motorola dealer to Augusta's specifications. One portable radio, one handheld radio, and a backup cellular handheld capable of sending/receiving emails and texts are required per unit. This requirement can be adjusted, in the event that additional ambulances are required and agreed upon by both parties. Contractor shall maintain a reserve cache of at least 25%. The handheld radio must be Motorola APX 7000 or compatible, must meet P25 standard, Astro Digital XTS5000 764-870mHz 1-3 W, Astro Digital CAI Operation, Project 25 9600 Baud trunking software, Smartzone system software, and ID System display.

49. Augusta intends to notify Contractor of pending calls and dispatch via the existing Augusta radio system, however the Contractor shall provide a telephone back-up to their dispatch center and cellular handhelds on each ambulance are in place and available at all times.

50. Augusta's current CAD system is provided by New World. If Contractor wishes to utilize MDTs, Augusta will assist the Contractor with Mobile software installation and configuration.

51. Contractor will be responsible for procuring modems for CAD interface or commercially-available data modems (CAD to Mobile/Mobile to CAD connectivity) for each ambulance.

52. Contractor shall be responsible for ensuring appropriate security of said radio equipment and also reporting, to the 911 Center Shift Supervisor, any loss of said equipment immediately. Contractor shall immediately replace any lost radio equipment.

53. Contractor will provide Augusta with a web-based vehicle tracking system so that the 911 Center and Fire Department Command staff can visualize, in real time, the location of Contractor's ambulances using AVL/GPS.

54. Contractor shall provide all tools and equipment, including any necessary devices, to facilitate seamless transition without interruption to patient care.

55. Use an electronic based patient care reporting (ePCR) capability that is GEMSIS compliant.

56. All Patient Care Reports shall be provided at the time of patient delivery and delivered to an emergency department within twenty-four (24) hours.

57. Contractor shall provide and maintain AED pads that are compatible with both the Fire Departments AEDs and the Contractor's cardiac monitors for the 23 fire engines and truck companies and 2 ambulances. This will allow for seamless transition between first responders and the ambulance paramedics and emergency departments.

58. Contractor shall provide and refill as needed O_2 bottles for Augusta Fire Department first responder units.

59. Contractor agrees that all Federal, State and Local regulations, requirements and guidelines will be followed and further agrees to allow Augusta to independently verify the Contractor's compliance with said regulations, requirements and guidelines.

60. Contractor shall have a base of operation within Augusta, Georgia. This location may be the shift change and supply section for the Contractor's operation. Contractor may opt to have more than one facility for shift changes and supplies. Contractor will provide addresses of locations to Contract Administrator or designee and update if any changes are made during the term of the contract.

61. Additional response ambulance (ALS or BLS) may be requested by Augusta and mutually agreed upon to meet occasional needs.

62. Contractor agrees to allow Augusta personnel to ride along with Contractor staff for EMT or Paramedic training at no cost to Augusta.

63. Contractor agrees to resupply Augusta Fire Department first responders with all disposable medical supplies and medications on a one-for-one basis. Such resupply shall comply with Augusta policy and any applicable state and federal laws. Augusta may send an invoice to the Contractor with the expectation that Augusta will be reimbursed for all supplies that have not been resupplied.

64. Augusta reserves the right to update all procedures, policies and guidelines. Contractor agrees to incorporate all updated procedures, policies, and guidelines as applicable during the term of the contract.

65. Augusta reserves the right to upgrade any and all communications equipment during the term of the contract. Contractor agrees to maintain compatibility with any and all equipment upgrades during the term of the contract.

66. Billing and Collections.
    Successful Contractor shall:
    a. Generate and electronically bill Medicare and Medicaid statements.
    b. Handle third-party payers, private-pay patients, special contracts, DRG transports and other special arrangements.
    c. List all procedures and supplies used, unless included in base rate, in an itemized bill.
    d. Respond to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquiries.
    e. Provide daily, monthly and annual reports which furnish clear audit trails, including payment details and adjustments experience. The audit trail must link reported transports and calls to billed transports and calls.
    f. Provide for reconciling on a regular basis between run reports and other production data and patient data.
    g. Support monitoring of employee accuracy and completeness in gathering-required document fields.
    h. Facilitate updates of account type, addresses, and other pertinent patient and third-party payer data.
    i. Provide procedures that, at the least, cover assignment of follow-up based on accounts receivable aging reports, reminder mailings, telephone collections methods, use of collection agents, write-off, hardship and charity cases policy, identifying and pursing alternate third-party payments and other reimbursements.
    j. Prohibit on-scene collections.
    k. Track dispatch data by record identifier.
    l. Provide a local number, which can be forwarded, for billing questions that will be clearly identified on all invoices and correspondence.
    m. Provide on-site staff who must be able to answer billing questions and resolve any concerns, as needed.
    n. Bill, on behalf of Augusta Fire Department, for EMS transportation calls performed by Augusta Fire Department ambulances at the same rates as Contractor and forward such collections, minus agreed service fee, to Augusta Fire Department.

67. Training that will be provided to Augusta Fire Department personnel shall include, but is not limited to:
    - Initial training for using the data collection system;
    - Specific training for field personnel on patient documentation;
    - On-going training, either on-site or through distance learning systems.

B. AUGUSTA SHALL:

1. Offer and provide the successful Contractor and its employee's orientation pertaining to Augusta policies and procedures as they relate to services provided under the Contract.

2. Retain the right to require the successful Contractor to withdraw from the services provided under the Contract any employee whose behavior may be deemed hazardous to patient care and services or whose personal characteristics prevent desirable relationships with Augusta.

3. Not assume liability for any injury or illness that the Contractor staff or citizens may receive during their course of providing services under the Contract.

C. CONTRACTOR AND AUGUSTA SHALL:

1. Mutually assist the other with emergency requests according to the following call distribution plan:

   a. The Contractor will be utilized by Augusta in a manner consistent with the Introduction paragraph.
   b. The Contractor will be dispatched when the Contractor's ambulance is closest to the call regardless of the level of service. Additional Augusta apparatuses may also be dispatched with the Contractor's ambulances.

2. Any and all utilization of the successful Contractor shall be at the discretion of Augusta.

3. Augusta's employees and Contractor's staff shall work together to maintain an environment that provides timely response, quality patient care and quality services.

4. Attend monthly meetings to review patient quality care issues, as requested by Augusta.

5. Representatives of Augusta and the Contractor shall meet quarterly, or as required by Augusta to discuss administrative issues, and to resolve problems at a mutually agreed upon place at no cost to Augusta.

6. Contractor and its staff shall not participate in any employee benefits provided by Augusta, including, but not limited to Worker's Compensation insurance, disability, pension or other employee plans. The Contractor shall carry insurance coverage in accordance with Augusta's insurance requirements as specified in the Sample Augusta Contract (see **Attachment J**, Contract for Professional Services (and Rental of Augusta Property **Attachment I**).

RFP Item 13-145 Ambulance Services
Due Date: Tuesday, May 28, 2013 @ 3:00 P.M.

ACRONYM AND TERM GLOSSARY

ACRONYM	
ALS	Advanced Life Support (paramedic level of service)
BLS	Basic Life Support – EMT – level of service
Board	Augusta, Georgia Commission
CAD	Computer Aided Dispatch
CPI	Consumer Price Index
Contractor	When capitalized, refers to selected proposer that is awarded the ambulance service agreement
Dispatch Center	Augusta 911 Center
DNR	Do Not Resuscitate
Echo Call	Non-breathing and ineffective breathing calls as described by the Medical Priority Dispatch System
EMD	Emergency Medical Dispatch
EMS	Emergency Medical Services
EMSA	Emergency Medical Services Authority of the State of Georgia
ePCR	Electronic Patient Care Record
ERZ	Emergency Response Zone
$ETCO_2$	End-Tidal Carbon Dioxide
FD	Augusta Fire Department
Federal	Refers to United States Federal Government, its departments and/or agencies
Fractile Response Time Measurement	A method of measuring ambulance response times in which all applicable response times are stacked in ascending order and the total number of calls generating response within the specified standard is calculated as a percentage of the total number of calls. For example, a 90th percentile, or 90%, standard is one where 90% of the applicable calls are answered within the response standard, while 10% take longer than the standard
HIPAA	Health Insurance Portability and Accountability Act
KPI	Key Performance Indicators
KRA	Key Result Areas
Labor Code	Refers to Georgia Labor Code
MPDS	Medical Priority Dispatch System is designed to standardize and codify the Operation of EMD while optimizing safe and effective patient care through dispatch life support and EMS system response. The MPDS protocol uses a system of interrogation and time-life symptom determination that prioritizes system response according to user-defined response configurations
MPDS Categories	MPDS categorizes emergency calls using an escalating scale of severity assigned to medical conditions, relative to the level and timeliness of response. In order of severity from most severe to lease sever, these categories are: Echo, Delta, Charlie, Bravo and Alpha
Mutual Aid	Emergency ambulance service performed by neighboring providers during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources
GA-OSHA	Refers to Georgia Occupational Safety and Health Administration
PCR	Patient Care Record
POLST	Physician's Orders for Life-Sustaining Treatment
Proposal	Proposer's response to this RFP
Proposer	When capitalized, refers to entities responding to this RFP
Request for Proposal	Refers to this document, which is Augusta, Georgia's request for proposals by established ambulance services to provide the goods and/or services being solicited herein. Also referred herein as RFP
RFQ	Request for Quotation or Qualification
State	Refers to the State of Georgia, its departments and/or agencies

RFP Item 13-145 Ambulance Services
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TERM GLOSSARY

The following terms when used in this RFP shall have the meanings as follows:

Act means the Georgia Emergency Medical Services Act (O.C.G.A. §31-11-1 et seq.) and the regulations promulgated thereunder by the Georgia Department of Human Resources (Ga. Comp. R. & Regs. §290-5-30-.01 et seq.).

Advanced Life Support (ALS) Ambulance means an ambulance staffed by a Paramedic or Cardiac Technician who is available to treat a patient(s) on the scene and during transportation to the hospital, and is properly equipped to perform the procedures outlined in the Public Health Code.

Ambulance means a motor vehicle registered by the department that is specially constructed and equipped and is intended to be used for emergency transportation of patients.

Ambulance Service means the providing of emergency care and transportation on the public streets and highways of this state for a wounded, injured, sick, invalid, or incapacitated human being, to or from a place where medical or hospital care is furnished.

Department means the Georgia Department of Human Resources.

Emergency means a 9-1-1 Call designated as Priority One or Priority Two (generally with circumstances, which may be of a life-threatening or limb-threatening nature and which apparently requires immediate response).

Emergency Medical Services or "EMS" means medical care rendered by EMS Personnel at the scene of an emergency and during transport of a patient from the scene of an emergency to an appropriate hospital.

EMSAB means the Emergency Medical Service Advisory Board to be appointed by the Augusta Commission.

EMS Personnel means any licensed emergency medical technician, certified cardiac technician, certified paramedic, or first responder.

EMS System means the comprehensive coordinated arrangement of resources and functions to respond to medical emergencies and other medical needs in conjunction with providing EMS in the Service Area.

First Responder means an individual who has successfully completed an approved first responder course, with a minimum of 40 hours training.

License or Licensed means that a person or an entity has complied with all requirements of the Act, the Department, and all other regulatory bodies necessary to perform its respective EMS functions.

Medical Director means the licensed physician designated as the "Ambulance Service Medical Director" or "Medical Advisor" (as defined by the Rules of the Department) to provide medical direction and control for Contractor's EMS operations in Augusta, Georgia.

Medical Program Director means the licensed physician (or his/her designee) employed by Augusta who oversees the total quality of the EMS system.

Medical Protocol means a written statement of standard procedure, promulgated by the Department, Medical Program Director, or Medical Director with approval from the Medical Program Director as the medically appropriate standard of out-of-hospital care for a given clinical condition.

Mutual Aid Agreement means a written agreement between two or more providers of Emergency Medical Services in the same or contiguous counties whereby the parties agree to provide assistance to one another under certain circumstances.

9-1-1 Call(s) means all requests for Emergency Medical Services received by the Primary PSAP, including requests categorized as Emergencies (Priority 1 & 2) and Non-Emergencies (Priority 3) for purposes of triage.

9-1-1 Director means the director of the Primary PSAP for 9-1-1 operations for Augusta, Georgia.

Non-Emergency means a 9-1-1 Call designated as Priority Three for purposes of triage.

O.C.G.A. means Official Code of Georgia Annotated.

Patient means an individual who is ill, sick, injured, wounded, helpless or otherwise Incapacitated, and who is in need of, or is at risk of needing medical care or assessment during transportation to or from a health care facility, and who is reclining or should be transported in a reclining position.

Patient Charges means those amounts charged to Patients by Proposer for services provided hereunder.

PDS means Priority Dispatch System of protocols certified by the National Association of Emergency Dispatch.

Primary PSAP means the 9-1-1 Public Safety Answering Point operated by Augusta, Georgia.

Priority means the assigned call priority number (i.e., Priority One, Two or Three) of all requests for an Ambulance received by the Primary PSAP. Such priorities shall be assigned at the time the call is received by the Primary PSAP:

Charlie/Delta or greater shall be Priority One calls.
Bravo shall be Priority Two calls.
Alpha shall be Priority Three calls.

Response Time means the elapsed time between Time-Call-Received and Time-On-Scene. (As defined in 37 below, Time-On-Scene is the arrival of ALS service, not First Responder)

Response Time Exception means a Response Time that exceeds the applicable Response Time Standard.

Response Time Exemption means a Response Time Exception that, for reasons set forth herein, is excluded from the calculation of compliance with the applicable Response Time Standard.

Response Time Standard means the applicable response time performance requirement set forth herein for response to 9-1-1 calls for emergency medical services by priority and urban/suburban and rural area.

Rural means those areas generally south of Willis Foreman Road and Browns Road (as more specifically shown on Exhibit A attached hereto).

Service Area means that area which is contained within the boundaries of Richmond Augusta, Georgia, excluding Fort Gordon.

Secondary PSAP means the 9-1-1 Public Safety Answering Point provided by Proposer.

State means the state of Georgia and its regulatory agencies.

Subsidy means those funds provided by the City to fulfill its obligation to provide care for needy inhabitants as described herein.

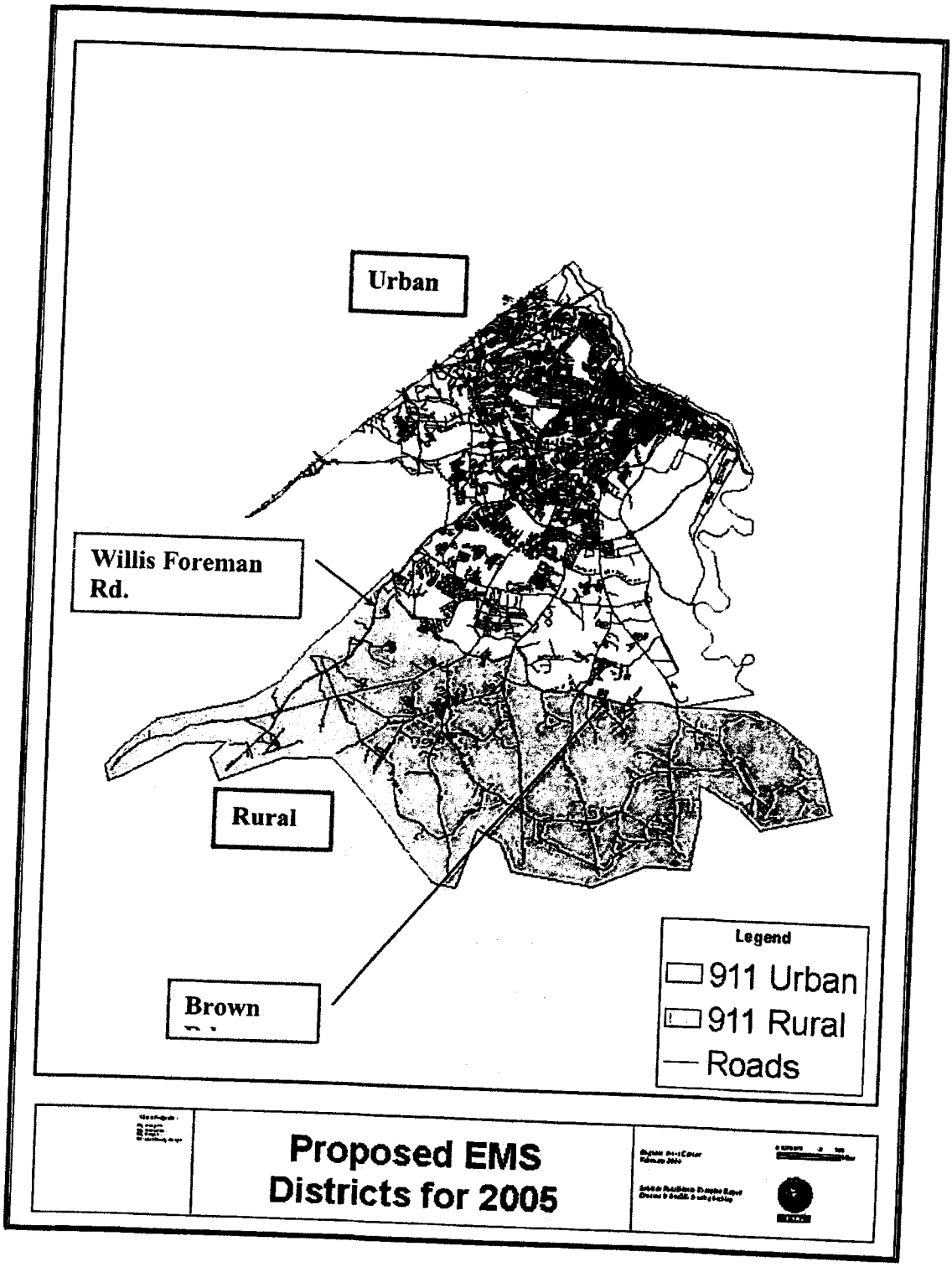
Time-Call-Received means the time the Secondary PSAP has first obtained the minimum information needed to initiate a response (location and chief complaint) as recorded by the Secondary PSAP's CAD.

Time-On-Scene means the time an Ambulance or Proposer's personnel, properly licensed and equipped to render ALS services, arrives at the scene of an incident giving rise to the request for an ambulance.

Urban means those areas generally located north of Willis Foreman Road and Brown Road (as more specifically shown on Exhibit A attached hereto).

RFP Item 13-145 Ambulance Services
Due Date: Tuesday, May 28, 2013 @ 3:00 P.M.

ATTACHMENT C



RFP Item 13-145 Ambulance Services
Due Date: Tuesday, May 28, 2013 @ 3:00 P.M.

ATTACHMENT D

Augusta, Georgia Emergency Management Agency
Local Emergency Operations Plan

For a copy of Attachment D - Please visit http://www.augustaga.gov/documentcenter/view/3413.

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ATTACHMENT E

VEHICLE INSPECTION FORM FOR REGISTERED AMBULANCES

SERVICE NAME:	DATE:
UNIT VID NUMBER:	UNIT VIN NUMBER:

QTY	COMPLIANT Y	N	PRI	ITEM / DESCRIPTION
				RESPIRATORY EQUIPMENT
1	O	O	1	Mounted Electric or Manifold Operation Suction Aspirator
1	O	O	1	Portable Suction Aspirator – as approved by the Department
4	O	O	1	Sterile Suction Catheters, assorted sizes
2	O	O	3	Irrigation Liquids, 1000 ml each or equivalent
2	O	O	1	Bag-Valve-Mask Resuscitator, disposable, with transparent adult mask. The valve must operate in cold weather, and the unit must be capable of use with an oxygen supply. The unit must be capable of delivering approximately 100% oxygen.
2	O	O	1	Pediatric Bag-Valve-Mask Resuscitator, disposable, with transparent child and infant mask. The valve must operate in cold weather, and the unit must be capable of use with an oxygen supply. The unit must be capable of delivering approximately 100% oxygen.
4	O	O	1	Adult Oxygen Mask with Reservoir
2	O	O	3	Adult Oxygen Mask
3	O	O	1	Pediatric Oxygen Mask with Reservoir
3	O	O	3	Pediatric Oxygen Mask
3	O	O	3	Nasal Cannula
3	O	O	3	Oxygen Supply Tubing
1	O	O	1	Oropharyngeal Airways, with adult, child and infant sizes
1	O	O	1	Nasopharyngeal Airways, with adult, child and infant sizes
1	O	O	1	Tracheal / Pharyngeal Airway Adjunct (device not intended to be placed into the trachea)
1	O	O	1	Oxygen: fixed system with at least two wall-mounted oxygen outlets and one flowmeter. The system shall also include a yoke, pressure reducer gauge and an approved cylinder-retaining device that meets DOT standards. The system shall be capable of delivering an oxygen flow of at least 15 liters per minute. If the oxygen source is of a size less than "M" cylinder or equivalent, an additional full spare cylinder for the fixed system shall be carried in the ambulance
1	O	O	1	Oxygen: portable unit consisting of at least a "D" cylinder or equivalent, yoke, pressure gauge, flowmeter and cylinder wrench or hand wheel. The unit shall be capable of delivering an oxygen flow of at least 15 liters per minute. Cylinder holders with a quickrelease fitting shall be furnished to allow the use of the portable unit outside the vehicle. Ambulances manufactured 12 months after adoption of these rules must meet Ambulance Manufacturers Division (AMD) Oxygen Tank Retention Standard 003.
1	O	O	1	Oxygen: full spare cylinder for use with the above portable oxygen unit. In all ambulances manufactured 12 months after adoption of these rules, the oxygen unit must be secured in a manner that meets Ambulance Manufacturers Division (AMD) Oxygen Tank Retention Standard 003.

QTY	COMPLIANT Y	N	PRI	BANDAGES / DRESSINGS ITEM / DESCRIPTION
2	O	O	3	Triangular Bandages
2	O	O	3	Universal Dressings, approximately 10 inches by 30 inches
12	O	O	3	Gauze Pads, 4 inches by 4 inches
4	O	O	3	Bandages, soft roller, self-adhering type, 2 inches to 4 inches by 5 yards
2	O	O	3	Bandages, soft roller, self-adhering, 6 inches by 5 yards
4	O	O	3	Bandages, elastic, of assorted sizes
4	O	O	3	Petroleum gauze pads, sterile, individually wrapped, 4 inches by 3 inches or 9 inches by 3 inches
4	O	O	3	Rolls of adhesive tape

QTY	COMPLIANT Y	N	PRI	DIAGNOSTIC EQUIPMENT ITEM / DESCRIPTION
1	O	O	2	Aneroid Sphygmomanometer, with pediatric, adult, and obese size cuffs
1	O	O	1	Stethoscope
1	O	O	3	Glucose Monitoring Instrument

QTY	COMPLIANT Y	N	PRI	IMMOBILIZATION DEVICES ITEM / DESCRIPTION
4	O	O	3	Extremity Immobilization Devices: 2 full arms and 2 full legs, or equivalent
1	O	O	1	Short Spinal Extrication Device (KED or equivalent)
1	O	O	1	Pediatric Immobilization Device (**must be manufactured for pediatric use only**)
2	O	O	1	Spine Boards, long, at least 16 inches wide by 72 inches in length, with 3 straps for each board or equivalent
2	O	O	1	Lateral Cervical Immobilization Devices, commercial devices, foam blocks, or sheet / blanket rolls
6	O	O	1	Cervical Immobilization Collars, hard type, 2 adult, 2 medium, 2 child
1	O	O	3	Traction Splint, adult, lower extremity, adjustable
1	O	O	3	Traction Splint, pediatric, lower extremity, adjustable
1	O	O	3	Equipment for the safe transport of pediatric patients, as approved by the local EMS medical director with guidelines provided by the department

QTY	COMPLIANT Y	N	PRI	MISCELLANEOUS ITEMS ITEM / DESCRIPTION
1	O	O	1	Automatic External Defibrillator when only EMT-Is and/or EMT-B is on the ambulance or 1 cardiac monitor / defibrillator when Cardiac Technicians and/or EMT-Paramedics are on the unit
1	O	O	3	Pillow, disposable, or pillow with vinyl cover. Rolled sheets are acceptable substitutes.
1	O	O	1	Multi-Level Stretcher with at least one pair of shoulder / chest straps and one set of straps for the lower extremities, capable of securing adult and pediatric patients
2	O	O	3	Blankets
2	O	O	3	Waterproof Patient Covers (e.g. plastic sheets) or Rescue Blanket

QTY	COMPLIANT Y	N	PRI	MISCELLANEOUS EQUIPMENT (continued) ITEM / DESCRIPTION
1	O	O	2	Flashlight
1	O	O	1	Fire Extinguisher, 10 pound ABC type or functional equivalent, charged
2	O	O	3	Emesis Basins or Emesis Bags or equivalent
1	O	O	3	Bedpan
1	O	O	3	Urinal
4	O	O	3	Restraints, 2 ankle and 2 wrist, leather or nylon
1	O	O	3	Shears
2	O	O	3	Clean Wrapped Sheets or Burn Sheets
1	O	O	3	Nonporous Infant Insulating Device, foil swaddler or equivalent
1	O	O	2	Obstetrical Kit: Receiving blanket, sterile bulb aspirator, wrapped sanitary napkin, sterile scissors or scalpel blade, 4inch gauze pads, one pair of sterile gloves, 2 cord clamps and plastic bag for placenta. All items are to be in a container with identifying label showing contents.
1	O	O	1	IV Solution Kit with the list of contents, to include expiration dates, affixed to the outside of the sealed kit established and approved by the local or regional medical director
1	O	O	3	Sharps Container
1	O	O	3	U. S. Department of Transportation Emergency Response Guidebook, current edition
1	O	O	3	Resource Handbook providing information on chemical, biological, and nuclear agents
1	O	O	2	Mark I Plus Kit (CHECK IF PRESENT, BUT NOT REQUIRED)
2	O	O	2	Escape Hoods, SCBA, or equivalent / higher (CHECK IF PRESENT, BUT NOT REQUIRED)
2	O	O	2	N-95 or > Particulate Mask
20	O	O	1	Exam Gloves, assorted sizes
2	O	O	2	Disposable Splash Protection (gowns, EMS turnout gear, etc.)

EXTRICATION EQUIPMENT

The following extrication equipment is required to be on each vehicle except where the provider has written verification from the Regional EMS Program Director that this equipment is immediately available from sources within the zone.

QTY	COMPLIANT Y	N	PRI	ITEM / DESCRIPTION
1	O	O	1	Spring Loaded Center Punch
1	O	O	1	Rescue Ax or Halligan Tool, able to pry, cut, remove sheet metal
1	O	O	1	Flathead Screwdriver, minimum 6 inches
1	O	O	1	3 Pound Hammer
1	O	O	1	Hacksaw with extra Bimetal-type Blades
1	O	O	1	Roll Duct Tape
1	O	O	1	One Ton Come-A-Long and 2 Rescue-Rated Chains or Straps
2	O	O	1	Helmets with Face Shields
2	O	O	1	Gloves, work gloves or leather gloves

ADVANCED LIFE SUPPORT (ALS) EQUIPMENT

The ambulance, staffed by at least one Cardiac Technician or Paramedic, must have all the above required equipment and additional equipment as follows:

QTY	COMPLIANT Y	N	PRI	ALS AIRWAY EQUIPMENT
1 Kit	O	O	1	ALS Airway Kit with endotracheal tubes (assorted sizes, adult, child, and infant), 10 ml syringes, stylette, appropriately sized laryngoscope handles, blades (assorted sizes, small, medium, and large) and Magill Forceps

QTY	COMPLIANT Y	N	PRI	ALS CARDIAC EQUIPMENT
1	O	O	1	Cardiac Monitor / Defibrillator (with print-out), configuration and supplies such that one is capable of delivering defibrillation to pediatric and adult patients

QTY	COMPLIANT Y	N	PRI	ALS PHARMACOLOGICAL EQUIPMENT
1 Kit	O	O	1	Drug Kit containing appropriate medications with the list of contents established and approved by the local or regional medical director. The list of contents and earliest expiration dates shall be affixed to the outside of the sealed kit. Drug kits must be maintained in a temperature-controlled environment and must not be left unsecured.

Priority 1 (1): Critical Essential Equipment - Item must be on the unit at the time of the inspection or the unit will be taken out of service. DHR window decal will not be applied. The only exception is EXTRICATION EQUIPMENT where the provider has written verification from the Regional EMS Program Director that this equipment is immediately available from sources within the zone or county.

Priority 2 (2): Item must be on the unit at re-inspection in five (5) business days. Deficiencies will be noted as minor deficiencies in the inspection report.

Priority 3 (3): Item must be on the unit upon the next routine re-inspection. Deficiencies will be noted as minor deficiencies in the inspection report.

OOS (out-of-service): If the unit is marked OOS, the vehicle will be immediately taken out of service and will remain out-of-service until re-inspected within two (2) business days. DHR window decal will be removed from the vehicle. This will include the mechanical / safety condition of the vehicle.

COMMENTS:

Signature of Inspector:	Signature of Agency Representative Reviewed With:

RFP Item 13-145 Ambulance Services
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ATTACHMENT F

Reference Form
(Page 1 of 3)

List below at least six (6) references, (three (3) hospital emergency departments and three (3) public safety agencies) including company name, current contact name, address, current email address, current telephone number and contract period, who can verify your experience and ability to perform the services listed in Request for Proposal #13-145 Ambulance Services for Augusta Fire Department:

COMPANY #1:

Company Name:	Contract Period:		
Owner's Name:	Current Telephone Number (include area code)		
Complete Primary Address:	City	State	Zip Code
E-Mail Address:	Fax Number (include area code)		
Owner's Representative Name:	Current Telephone Number (include area code)		
Address:	City	State	Zip Code

COMPANY #2:

Company Name:	Contract Period:		
Owner's Name:	Current Telephone Number (include area code)		
Complete Primary Address:	City	State	Zip Code
E-Mail Address:	Fax Number (include area code)		
Owner's Representative Name:	Current Telephone Number (include area code)		
Address:	City	State	Zip Code

ATTACHMENT F - Reference Form (Page 2 of 3)

COMPANY #3:

Company Name:	Contract Period:		
Owner's Name:	Current Telephone Number (include area code)		
Complete Primary Address:	City	State	Zip Code
E-Mail Address:	Fax Number (include area code)		
Owner's Representative Name:	Current Telephone Number (include area code)		
Address:	City	State	Zip Code

COMPANY #4:

Company Name:	Contract Period:		
Owner's Name:	Current Telephone Number (include area code)		
Complete Primary Address:	City	State	Zip Code
E-Mail Address:	Fax Number (include area code)		
Owner's Representative Name:	Current Telephone Number (include area code)		
Address:	City	State	Zip Code

ATTACHMENT F - Reference Form (Page 3 of 3)

COMPANY #5:

Company Name:	Contract Period:		
Owner's Name:	Current Telephone Number (include area code)		
Complete Primary Address:	City	State	Zip Code
E-Mail Address:	Fax Number (include area code)		
Owner's Representative Name:	Current Telephone Number (include area code)		
Address:	City	State	Zip Code

COMPANY #6:

Company Name:	Contract Period:		
Owner's Name:	Current Telephone Number (include area code)		
Complete Primary Address:	City	State	Zip Code
E-Mail Address:	Fax Number (include area code)		
Owner's Representative Name:	Current Telephone Number (include area code)		
Address:	City	State	Zip Code

REFERENCE CHECK RELEASE STATEMENT

This is provided as authorization for Augusta, Georgia to contact the references provided above for purposes of Request for Proposal #13-145 Ambulance Services for Augusta Fire Department:

Company Name _____ Date _____

Signed _____ Title _____
(Authorized Signature of Proposer)

Name (Print or Type) _____

Attachment number 2 \nPage 60

ATTACHMENT G

Historical EMS Call Data

2012

Priority	January	February	March	April	May	June	July	August	Spetember	October	November	December
1	N/A	N/A	N/A	N/A	N/A	32	120	276	192	138	145	113
2	N/A	N/A	N/A	N/A	N/A	1370	1558	1341	1407	1443	1371	1483
3	N/A	N/A	N/A	N/A	N/A	1174	1238	1137	1215	1286	1177	1159
Total	**2309**	**2174**	**2544**	**2427**	**2377**	**2576**	**2916**	**2754**	**2814**	**2867**	**2693**	**2755**
Gand Total											**31206**	

2013

Priority	January	February	March	April	May	June	July	August	Spetember	October	November	December
1	101											
2	1473											
3	1132											
Total	**2706**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Gand Total											**2706**	

2014

Priority	January	February	March	April	May	June	July	August	Spetember	October	November	December
1												
2												
3												
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Gand Total											**0**	

RFP Item 13-145 Ambulance Services
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ATTACHMENT H
Respondent's Fee Schedule

I Emergency (911) Ambulance Services and Billing and Collections for Ambulance Service Transport and Non-Transport Accounts

Respondent's Fee Schedule shall be submitted in a separate, sealed envelope with the responder's name, the request for proposal number, and title of the request for proposal clearly identified on the outside of the envelope.

NOTE: DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS FEE SCHEDULE.

Please print or type the following required information. (Attach additional pages if necessary)

TYPE OF SERVICE	COST	OTHER
Supplement Amount, if any		
ALS Transport		
BLS Transport		
Oxygen		
Mileage Charge		Per Mile
All-Encompassing ALS 2		Plus Mileage
EKG Monitor And Interpret		
Fee For Patient Assessment When No Transport Is Provided		
Percentage or Flat Fee Augusta Billing		

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

_____
Signature of Contact Person

RFP Item 13-145 Ambulance Services
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ATTACHMENT I

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into on this _____, between Augusta, GEORGIA, a political body of the State of Georgia (referred to in this Lease Agreement as "Augusta" or "Landlord"), and _____, (referred to as "Tenant").

In consideration of the mutual promises and covenants contained in this Lease Agreement, and other good and valuable consideration the sufficiency of which is mutually acknowledged, Augusta and Tenant hereby agree as follows:

1. Lease of Premises. Augusta hereby leases to Tenant, on the terms and conditions set forth herein that certain real property known as and referred to as the "Wardens House", located at 2312 Tobacco Road, in Augusta, Georgia 30906. Excluded from this leased premises is the detached building or shed located on the property. Said premises are more specifically described on (Exhibit 1) attached hereto and made a part hereof.

2. Term. The term of this Lease Agreement commences on January 1, 2014, and shall automatically terminate automatically upon the termination of the professional services contract for Emergency (911) Ambulance Services and Billings and Collections for Ambulance Transport and Non-Transport Accounts between Augusta, Georgia and Tenant, dated _____, unless earlier terminated as provided by this Lease Agreement. The parties understand that any holding over by Tenant beyond the terms created by this Lease Agreement, with Augusta's express or implied consent, shall be a month-to-month tenancy only, unless the parties otherwise specifically agree in writing.

3. Rent. Tenant agrees to pay to Augusta at Augusta, Georgia Accounting Department 530 Greene Street, Augusta, GA 30901, as rent for the use and occupancy of the Property the sum of eight hundred thirty-three dollars and thirty-three cents ($833.33) per month, payable on the lease commencement date and on the first day of each ensuing month during the term of this Lease Agreement. The first and last payments shall be prorated as necessary. If Tenant fails to pay any required rent and such nonpayment continues for ten (10) days after written notice of nonpayment is given to and received by Tenant, Tenant shall be in default of this Lease Agreement and Augusta shall have all of the remedies given it by this Lease Agreement and the Laws of Georgia.

4. Late Charges. Tenant's failure to pay rent when due, as specified above, is an event of default under this Lease Agreement. Rent payments not received by Augusta within ten (10) calendar days of the due date shall be subject to a late penalty of one and one-half percent per month until fully paid.

5. Security Deposit and Refund.

   5.1. Tenant hereby deposits the sum of eight hundred dollars ($800.00) as security for Tenant's performance of Tenant's obligations under this Lease Agreement. If during the Lease Agreement term, any rent or other sums payable to Augusta by Tenant are overdue or unpaid, Augusta may (but is not required to) apply some or all of the Security Deposit to the payment of such sums. In such event, upon Augusta's written demand, Tenant shall restore such amount to the Security Deposit, and Tenant's failure so to do within thirty (30) days after receipt of Augusta's demand shall be a breach of this Lease Agreement.

   5.2. Should Tenant default in the performance of any of the terms, covenants, and conditions of this Lease Agreement, Augusta, after terminating this Lease Agreement, may appropriate and apply part or all of the Security Deposit as required to compensate Augusta for damages caused by Tenant's breach. Within twenty one (21) days after termination of this Lease Agreement, the deposit will be refunded without interest to Tenant after Augusta has deducted such amounts necessary to satisfy any outstanding financial obligations and to replace or restore the Property to as good condition as when rented to Tenant, reasonable wear and tear excepted.

6. Taxes. The use or occupancy of the Property by Tenant constitutes a property interest which may be subject to possessory interest taxes, and Tenant shall be solely liable for the payment of such taxes. Tenant

acknowledges Tenant's actual knowledge of the existence of a possessory interest tax and receipt of Augusta's notice herein of potential tax liability. Tenant agrees that Tenant is solely responsible for the timely payment before delinquency of possessory interest taxes and any other tax, levy or assessment upon the Leased Property, except for and excluding any tax upon the detached storage building or shed described above and excluded from the leased premises by Section 1 hereof, but including all taxes on Tenant's personalty and fixtures owned by it. Tenant shall indemnify and hold Augusta harmless from any liability, loss, or damage resulting from any taxes, assessments, or other charges to be paid by Tenant and from all interests, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

7. Preparation for Lease. Prior to the commencement date of this agreement, Tenant shall take all necessary steps to acquire the proper use permits and approvals for the conduct of its business on the Property, including but not limited to initiating any necessary zone change request, and diligently pursuing all such requirements.

8. Use of Property.

8.1. The Property is leased to Tenant solely for the operation of a Substation to provide responses to 9-1-1 calls for ambulance transportation and emergency medical service within the Service Area of Augusta-Richmond County, Georgia. Tenant must obtain the prior written approval of Augusta for any other use of the Premises. At Tenant's own expense, Tenant shall promptly comply with all building code and other requirements of any local, state or federal law or regulation required by Tenant's occupancy of the Premises.

8.2. Tenant shall not (i) use the premises for any illegal purpose, nor for any purpose that is illegal purposes that is injurious to the health, safety, and welfare of the public or that may jeopardize Tenant's insurance coverage of the Premises; or (ii) commit, or suffer to be committed, any waste in or on the Premises; or (iii) create or permit any nuisance in or on the Premises. Tenant hereby covenants or Augusta that no hazardous substances, as defined by any federal, state, or local law, will be used or generated on the Premises without prior written notice to Augusta and without strict compliance with all local, state, and federal law regarding the same. Augusta reserves the right to go on the Property at any time for the purpose of inspecting and treating any noxious weeds which may be growing on the Property.

8.3. Tenant accepts the demised premises in its present condition and as suited for the use intended by Tenant. Tenant shall, throughout the term of this rental agreement and all renewals thereof, at its expense maintain the Premises in good order and repair in accordance with section 9 of this agreement.

8.4. Tenant shall, at Tenant's sole cost and expense, promptly and properly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the federal, state, county or municipal government that may in any way apply to the use of, maintenance of, occupation of, and operations on the Property.

8.5. Tenant shall indemnify and hold Augusta and Augusta's property, including the Property subject to this Lease Agreement, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Tenant's failure to comply with and perform the requirements of this Lease Agreement as provided in Section 14 below.

8.6. Tenant hereby agrees that Tenant will not permit or suffer any liens of any kind to be filed against the Property (except as may presently exist or as otherwise may be created by Augusta) as a result of any obligation, malfeasance, negligence, or omission of Tenant, and that Tenant shall diligently take all necessary and proper steps to remove and discharge any liens which are filed.

8.7. Should Tenant, in Tenant's sole discretion, desire by appropriate legal proceedings brought in good faith and diligently prosecuted in Tenant's name, or in the names of Tenant and Augusta when appropriate or required, to contest the validity or applicability to the Property of any law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity, any such contest or proceeding, although maintained in the names of Tenant and Augusta, shall be without cost to Augusta, and Tenant

shall protect the Property and Augusta from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, or regulation.

9. Maintenance and Repairs

9.1. Tenant shall be responsible for maintaining the Premises, including, but not limited to, architectural elements and systems (including roofs), mechanical, electrical, and plumbing systems and equipment, and all preventative maintenance. The Tenant's responsibility in subject to limits and conditions stated in this section. The Tenant shall be responsible to perform preventative maintenance to the Premises on a schedule agreed to by the Tenant and Augusta, and perform such maintenance to a level agreed acceptable to Augusta. Subject to subparagraph 9.5, herein below, the Tenant shall be responsible for all major repairs such as boiler or chiller overhaul or replacement and roof replacement. Tenant shall be responsible for the repair of damage caused by the tenant's personnel, contractors and clientele.

9.2. The Tenant is required to make all repairs that are needed as a result of damage caused by the Tenants employees, contractors and clientele. The cost of such repairs shall be the responsibility of the Tenant whether or not the Tenant opts to terminate this agreement.

9.3. This agreement does not require Augusta to make repairs except where such repairs are required because of actions of Augusta, its employees, contractors or clients.

9.4. Tenant shall be responsible for janitorial services, waste removal services and grounds maintenance.

9.5. Tenant shall not make major repairs, improvements or alterations to the Premises without the prior express written consent of Augusta, which consent will not be unreasonably withheld. Any such major repairs, improvements or alterations approved by Augusta must comply with all existing federal, state, and local laws and must be maintained and repaired by Tenant. Upon the expiration or termination of this Agreement, and improvements or additions placed in or erected on the Premises by Tenant, whether or not affixed or attached to the Premises, shall vest in and become the property of Augusta, without further notice, action taken, or instrument executed; provided, however, Tenant may remove all of Tenant's personal property from the Premises on or before the expiration or termination of this Agreement. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's personal property, and Tenant agrees Augusta shall not be liable for any damage thereto or loss thereof.

10. Alterations and Additions.

10.1. Tenant shall not be entitled to make any alterations of or additions to the Premises not intended to include those which are decorative or cosmetic in nature which Tenant shall be permitted to complete up to a cost of five hundred dollars ($500.00) without the prior written consent of Augusta, but on prior notice to Augusta, in each instance. Augusta shall not unreasonably withhold or delay such consent provided that Tenant is not in default under the Lease and provided the alterations and additions: do not change the general character, reduce the value or impair the usefulness of the Premises; are effected with due diligence, in a good and workmanlike manner, using only new materials, and in compliance with all applicable laws, codes, rules and regulations of governmental authorities including and not limited to compliance with The Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq. ("ADA"), and requirements of insurance companies; are promptly and fully paid for by Tenant; and are made under the supervision of an architect or engineer satisfactory to Augusta in accordance with plans and specifications approved by Augusta. Notwithstanding, Augusta may withhold its consent to any work intended to be performed by Tenant if, in Augusta's opinion, said work may effect either the structure of the Building or any of the utility systems servicing the Building.

10.2. All permissible work performed by Tenant shall be on prior written notice to Augusta setting forth the nature and extent of work, the parties performing the work and the time frame within which the work is intended to be completed. In addition, all such permissible work shall be performed in compliance with all applicable Federal, state and local rules and regulations. No such work shall interfere with the use of the common facilities and systems of the Richmond County Correctional Institution (hereinafter "RCCI") and shall be performed during hours prescribed by Augusta or its managing agent.

10.3. Tenant, in connection with such alterations and additions, shall provide and maintain at all times workers' compensation insurance covering all persons, contractors and subcontractors who will perform work for Tenant, in amounts, with companies, and in form and substance satisfactory to Augusta and public liability insurance naming Augusta as an insured in amounts prescribed by Augusta, Georgia. Before proceeding with any work Tenant shall provide to Augusta certificates of such insurance. Augusta may, at its option, require Tenant to post a bond or other guarantee to insure completion of any alterations and additions prior to Tenant's commencing any such alteration or addition.

10.4. No approval by Augusta of any of Tenant's plans for work in the Premises shall in any way be deemed an acknowledgment by Augusta that the plans comply with any legal, zoning, municipal or other requirements or certificate of occupancy conformance; nor shall any such approval be deemed a waiver by Augusta of any provisions of the Lease other than that relating to approval.

10.5. Augusta's consent to any Tenant alteration shall not waive Tenant's obligations to remove or restore such alteration at the expiration, surrender or termination of the Lease.

10.6. Tenant shall provide copies of all such plans to Augusta and shall also keep all records of such plans and approvals, if granted, for the term of the lease and shall further provide copies to Augusta upon request.

10.7. At the Lease expiration or termination, at Augusta's option, Tenant shall either remove or leave behind all cables, conduit, wires and or installations inside the sheetrock walls.

10.8. Tenant shall not and is specifically prohibited from doing any of the following:

a. Placing a load upon floor of the Premises which exceeds the load per square foot for which the floor was designed. All machines and equipment installed in the Premises shall be properly shielded and so placed, equipped, installed and maintained by Tenant so as to eliminate the transmission of noise, vibration or electricity or other interference with other occupants of the premises. Tenant shall not move any equipment or bulky matter in or out of the Building without Augusta's prior written consent, which consent shall not be unreasonably withheld, and Tenant shall repair any damage caused by such movement at Tenant's expense; or

b. Installing any equipment which generate electromagnetic fields ("EMF") or interference for which in any event Tenant shall be exclusively responsible to cure or remediate, by removal of such equipment or otherwise.

c. Installing any equipment which generate electromagnetic fields ("EMF") or interference for which in any event Tenant shall be exclusively responsible to cure or remediate, by removal of such equipment or otherwise.

11. Entry by Augusta. Tenant shall permit Augusta, and Augusta's agents and assigns, to enter the Property, by providing the Tenant with 24 hour written notice, for the purposes of inspection for compliance with the terms of this Lease Agreement, the exercise of all rights under this Lease Agreement, and all other lawful purposes. However, Augusta may enter the property without consent of the Tenant in all cases of emergency.

12. Condition of Property. By entering into this Lease Agreement, Tenant accepts the Property in its present condition; Tenant agrees to surrender the Property to Augusta on the last day of the term or on sooner termination of this Lease Agreement, in the same condition as when received, reasonable use, wear, tear, and damage by fire, act of God, and the elements excepted, and to remove all of Tenant's property from the Property. At all times during this Lease Agreement Tenant shall, at Tenant's sole cost and expense, keep and maintain the Property and all present and future improvements on the Property in good order and repair and in a safe and clean condition. Tenant shall, at Tenant's sole cost and expense, maintain at all times during the term of this Lease Agreement the whole of the Leased Property, as well as any improvements, landscaping, and facilities on the Property, excepting the storage building or shed thereon, in a clean, sanitary, neat, tidy, orderly, and attractive condition in keeping with other, similar substations in Augusta. Tenant agrees to pay Augusta in full and promptly upon demand and proof of for loss or damage to Augusta's property arising from this Lease Agreement.

13. Disclaimer. Augusta makes no covenant or warranty respecting the Property's condition or suitability for Tenant's authorized or proposed uses under this Agreement except as specified herein. Tenant represents that Tenant has made an independent inspection of the Property and, is not relying upon any representation or warranty whatsoever from Augusta as to suitability or fitness for Tenant's desired use. Augusta does not warrant the security of Tenant's personal property or fixtures on the Property, including but not limited to vehicles, inventory, or equipment.

14. Operating Costs. All costs incurred by Tenant in connection with Tenant's operations upon the Property, including but not limited to costs of preparing the Property for Tenant's use and occupancy, refuse removal, water, electricity, and other utilities, shall be borne and paid solely by Tenant when due.

15. Hold Harmless.

15.1. The rights and privileges hereby granted to the Tenant are to be used and enjoyed at the sole risk and responsibility of the Tenant. As partial consideration of the benefits to be derived, to the extent permitted by the laws of the State of Georgia, the Tenant, including its employees, invitees, licensees, and agents, hereby releases and discharges Augusta and its officers, members, employees, agents, representatives, and instrumentalities from all loss and liability of any nature which is any way related to or connected with the Tenant's use of the Premises.

15.2. The Tenant, including its employees, invitees, licensee, and agents, shall not do or permit to be done in, on, upon, from, to or about the Premises any act or thing, which will invalidate the insurance contracts pertaining to the premises.

15.3. Tenant, as a material part of the consideration of this Lease Agreement, hereby waives all claims against Augusta for property damage of any kind whatsoever, and for injuries to persons, in or about the Property from any cause arising at any time, except for negligence or fault on the part of Augusta, its officers and employees; and Tenant shall indemnify, defend, and hold Augusta, its officers, officials, employees, volunteers, contractors, and agents harmless from any loss, damage, liability, or death or injury to any person or injury to property (including attorneys' fees and court costs), except those resulting from Augusta's negligence or fault, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person arising directly or indirectly out of or related to this Lease Agreement or Tenant's officers, employees, contractors or agents.

15.4. Tenant shall not be responsible for (and such indemnity shall not apply to) any active negligence, sole negligence or willful misconduct of Augusta or its officers, officials, employees, contractors or agents. Nothing contained in the insurance requirements shall be construed as limiting the extent of Tenant's responsibility for payment of damages resulting from Tenant's operations under this Lease Agreement.

16. Liability Insurance.

16.1. Tenant shall, at Tenant's sole cost and expense, maintain during the entire term of this Lease Agreement liability insurance issued by an insurance company acceptable to Augusta and authorized to issue liability insurance in Georgia, to protect against loss from liability imposed by law for damages on account of, but not limited to, A) bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property and the business of Tenant on the Property, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of Tenant or its sublessees, or any person acting for Tenant, or under Tenant's control or direction, and also to protect against loss from liability imposed by law for B) damages to any property of any person occurring on or about the Property, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of Tenant or its subtenants, or any person acting for Tenant or under Tenant's control or direction. Such property damage and bodily injury insurance shall also provide for and protect Augusta against incurring any legal cost in defending claims for alleged loss.

16.2. Such commercial general liability insurance shall be maintained in full force and effect during the term of this Lease Agreement in the following amounts: Commercial general liability insurance with limits not less than $1,000,000 for each occurrence combined single limit for bodily injury and property damage. (If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Property or the general aggregate limit shall be twice the required

occurrence limit.) (Any deductibles or self-insured retentions must be declared to and approved by Augusta. At the option of Augusta, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Augusta, its officers, officials, employees and volunteers, or Tenant shall provide a financial guarantee satisfactory to Augusta guaranteeing payment of losses and related investigations, claims administration and defense expenses.)

16.3. Augusta and its officers, officials, employees, and volunteers shall be named as an additional named insured on all liability policies and policies shall provide that their coverage is primary.

16.4. Tenant's indemnity agreements continued herein are limited by the amount of liability coverage to be provided by Tenant pursuant to this Lease Agreement.

17. Fire and Casualty Insurance.

17.1. At all times during the Lease term, Tenant shall, at Tenant's sole cost and expense, keep all buildings, improvements, and other structures on the Property insured for their full insurable value by insurance companies authorized to issue such insurance in the State of Georgia against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in Augusta-Richmond County, GA. Tenant also shall insure all buildings, improvements, and other structures on the Property against loss or destruction by windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, fire, smoke damage, and sprinkler leakage.

17.2. Proceeds. Any proceeds received because of a loss covered by such insurance shall be used and applied in the manner required by Section 16 of this Lease Agreement.

18. Deposit of Insurance with Lessor.

18.1. Tenant shall within ten (10) days after the execution of this Lease Agreement and promptly thereafter when any such policy is replaced, rewritten, or renewed, deliver to Augusta a true and correct copy of each insurance policy required by this Lease Agreement or a certificate executed by the insurer(s) or their authorized agent(s) evidencing such coverage.

18.2. Alteration or Cancellation Provisions. Each insurance policy required under this Lease Agreement shall contain a provision that it cannot be materially altered or cancelled for any reason unless thirty (30) days prior written notice of such change is given to Augusta.

19. Destruction of Property. If the Premises are totally destroyed or rendered untenantable by storm, fire, earthquake, hurricane, or other natural catastrophe, this Agreement shall terminate as of the date of such total destruction or untenantability, with no obligation of Augusta to rebuild or provide other rental premises for Tenant. Any rental or other obligations accrued by or to the parties to this Agreement shall be accounted for between Augusta and Tenant as of the date when the Premises were destroyed or rendered untenantable. It shall be in the sole discretion of Augusta Commission of Augusta, Georgia to authorize repairs under this section. Prior Commission Approval is required for all repairs requested under this section but delay caused by Commission rules or delays shall not be counted in the one hundred and twenty (120) day period.

19.1. Payment of Insurance Proceeds. Any and all fire or other insurance proceeds payable at any time during the Lease term because of damage or destruction of any structures or improvements on the Property shall be paid to Tenant and applied by Tenant toward the cost of repairing and restoring the damaged or destroyed structures. Provided, however, that should Tenant legally terminate the Lease Agreement because of damage to or destruction of the buildings or improvements on the Property, all fire or other insurance proceeds payable because of such damage or destruction shall be paid to Augusta to compensate Augusta for the loss to Augusta's damaged or destroyed buildings or improvements or at least for such loss as can be recovered by receiving all such proceeds.

20. Lease Subject to Existing Rights of Others. This Lease Agreement is subject to all existing easements, servitudes, licenses, and rights of way for canals, ditches, levees, roads and highways, and telephone, telegraph, cable, communication, and electric power lines or facilities, and railroads, pipelines, and other purposes, whether or not of record, and of which Augusta has provided written notice in Exhibit 2 hereto. Augusta is unaware of any such matters which would be prohibited by or which would interfere with Tenant's proposed use of the Lease Premises.

21. Quiet Enjoyment. Augusta hereby covenants and agrees that if Tenant pays the rent as provided in this Lease Agreement and faithfully performs the terms and conditions on Tenant's part to be kept, observed and performed, Tenant shall have the peaceful enjoyment of the Property during the term of this Lease Agreement, without hindrance or interference from Augusta.
22. Waste. Tenant shall not commit or permit others to commit any waste or nuisance upon the Property, or commit or allow any other act on the Property that could disturb the quiet enjoyment of Augusta, any other tenant of Augusta, or persons properly upon the Property or upon adjacent or nearby property.
23. Assignment or Subletting. Tenant shall not transfer, assign, or sublet this Agreement or any right or privilege of Tenant under this Agreement without the prior, express, written consent of Augusta. Augusta, in its sole discretion, may withhold or refuse to give its consent to any proposed transfer, subletting, or assignment and to any proposed use or occupancy by any part other than Tenant. Any transfer, subletting, or assignment without the prior, express, written consent of Augusta shall be void and shall, at the option of Augusta terminate this Agreement. Augusta's consent to one transfer, subletting, assignment, use or occupancy of the Premises by a party other than Tenant shall not constitute a waiver of Augusta's rights in this Paragraph, and each subsequent transfer, subletting, assignment, use or occupancy of the Premises by a party other than Tenant shall require Augusta's consent in accordance with this Paragraph.
24. Alteration of Property. Tenant shall perform no alterations to or construction on the Property without Augusta's prior written consent which shall not be unreasonably withheld. Any such construction or alteration shall proceed only in accordance with such reasonable conditions as Augusta shall impose in connection with its consent to such alterations or construction.
25. Default, Termination, and Continuance of Lease.

    25.1. Abandonment by Tenant. Tenant shall occupy the Premises continuously throughout the term of this Agreement and shall not for any cause whatsoever, unless otherwise specifically permitted under this Agreement, desert, surrender, abandon, or cease operation of the Premises during the term of this Agreement.
    25.2. During the Term or any Renewal Term, either Augusta or the Tenant may terminate this Agreement at any time with a sixty (60) calendar day notice.
    25.3. Tenant shall vacate the Premises promptly upon termination of this Agreement. Any holding over or continued use or occupancy of the Premises by Tenant after termination of this Agreement without the express written consent of landlord shall not constitute a Tenancy-At-Will, but Tenant shall be a Tenant-At Sufferance and shall be required to vacate the Premises immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law. Tenant agrees to the provisions of O.C.G.A. §44-7-50 *et. seq.* shall apply, permitting summary dispossession.
    25.4. Upon such termination, Tenant shall surrender the Premises to Augusta and remove all personal property from the same, and without requiring legal action to be taken by Augusta, Augusta may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of Tenant.
    25.5. Tenant agrees to return the Premises to Augusta upon the expiration or termination of this rental agreement in as good condition and repair as when first received; normal wear and tear expected.

26. Warranties and Representations. Augusta warrants and represents:

    26.1. Augusta owns fee simple, unencumbered title to the Leased Premises and same is not subject to any lien, security interest or claim which would be superior to Tenant's interest hereunder or which would interfere with Tenant's intended use of the property or the purposes of this Lease.
    26.2. Augusta knows of no reason, including without limitation, any law, regulation, third-party claim or zoning ordinance which would prohibit or in any way prevent Tenant from using the Lease Premises for the intended use of the same as stated herein.
    26.3. Augusta has all powers and rights necessary to enter into this Lease Agreement and Augusta's execution hereof has been made pursuant to all requirements of law and Augusta ordinances, rules and regulations.

27. Notices. Notices required by law or this Lease Agreement shall be in writing and shall be deemed duly served and given when actually delivered in person by a party or its agent or its delivery service to the intended

recipient, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Augusta, Georgia shall be addressed as follows:

Augusta, Georgia
Attn: Augusta Administrator
530 Greene Street, 8th Floor
Augusta, Georgia 30901

Richmond County Correctional Institute
Attn: Warden
2314 Tobacco Road
Augusta, Georgia 30906

Tenant shall be addressed as follows:

28. Time of Essence. Time is hereby expressly declared to be of the essence of this Lease Agreement and of each and every provision of it, and each such provision is hereby made and declared to be a material, necessary and essential part of this Lease Agreement.
29. Amendments. This Lease Agreement supersedes all oral agreements and understandings between the parties and constitutes their whole agreement regarding the Property. This Lease Agreement cannot be changed orally but only by agreement in writing signed by the parties.
30. Governing Law. This Lease Agreement is to be construed, interpreted and enforced in accordance with Georgia law. A suit brought to enforce the terms and conditions of this Lease Agreement shall be filed in the Superior Court of Richmond County in the State of Georgia or in the United States District Court for the Southern District of Georgia, Augusta Division.
31. Attorneys' Fees. In any action or proceeding by either party to enforce this Lease Agreement or any provision of it, the prevailing party shall be entitled to all costs incurred (including expert witness fees) and to any reasonable attorneys' fees incurred either at trial or on appeal.
32. Binding on Successors. This Lease Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Lease Agreement, but nothing in this paragraph shall be construed as consent by Augusta to any assignment of this Lease Agreement or any interest in it by Tenant.

33. General.

33.1. If any term or provision of this Lease Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Lease Agreement and any other application of such terms or provisions shall not be affected thereby.

33.2. The captions of this Lease Agreement are for convenience of reference only and shall not define or limit any of its terms or provisions.

33.3. All of Tenant's covenants hereunder shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or imparting covenants and conditions were used in each separate instance.

33.4. The waiver by Augusta of any breach by Tenant of any of the provisions of this Lease Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by Tenant of the same or a different provision of this Lease Agreement.

33.5. This Agreement shall create the relationship of landlord and tenant, otherwise known as a usufruct, and no estate shall pass from Augusta as landlord. Tenant's interest in this rental agreement is not subject to levy and sale.

33.6. Augusta's remedies hereunder shall not be exclusive but shall be cumulative with and in addition to all remedies allowed by law.

33.7. Tenant acknowledges that this Lease Agreement and any changes to it by amendment, modification, or other similar document require the legislative authorization of the Board of County Commissioners and approval of the Mayor before they become effective.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

AUGUSTA, GEORGIA

By:_____
Deke S. Copenhaver, Mayor

(SEAL)

Attest:

_____
Lena J. Bonner, Clerk of Commission

TENANT

By:_____
Name
Title

(SEAL)

Attest:

_____
Secretary

Contract No. CAFA13-145

Attachment J

CONTRACT
FOR
PROFESSIONAL SERVICES

BETWEEN
AUGUSTA, GEORGIA
AND

REQUEST FOR PROPOSALS NO. 13-145

FOR
EMERGENCY (911) AMBULANCE SERVICES AND BILLINGS AND COLLECTIONS FOR AMBULANCE TRANSPORT AND NON-TRANSPORT ACCOUNTS FOR AUGUSTA, GEORGIA

AUGUSTA, GEORGIA
530 Greene Street
Augusta, Georgia 30901

Contract No. CAFA13-145

AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES

THIS AGREEMENT, made as of this _____ day of _____, 20___, (hereinafter called the "execution date") by and between, Augusta, Georgia (hereinafter referred to as Augusta), a political subdivision of the state of Georgia, and _____, a _____, organized and existing under the laws of the State of _____, (hereinafter referred to as "Contractor"); shall constitute the terms and conditions under which the Contractor shall provide services to Augusta, as provided herein.

WHEREAS, the Contractor provides emergency (911) ambulance services and billing and collections of ambulance transport and non-transport accounts; and,

WHEREAS, Augusta, through its Fire Department, desires to outsource its emergency medical transportation services; and,

WHEREAS, Contractor desires to provide emergency (911) ambulance services and billing and collections of ambulance transport and non-transport accounts to Augusta; and,

WHEREAS, Contractor has the equipment and vehicles necessary to provide Augusta with emergency medical transportation services; and

WHEREAS, Contractor will provide all billing and collections for the services rendered under the Contract.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, Augusta and Contractor hereby agree as follows:

ARTICLE I. TIME, TERM AND LIQUIDATED DAMAGES

A. This Agreement shall commence on January 1, 2014. The initial term of this Agreement shall be through December 31, 2014. This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Article of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Article of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2016, unless extended by written amendment. The Contract Time may be extended only by written renewal approved by the Augusta, Georgia Board of Commissioners and executed by the Augusta, Georgia Mayor and the Contractor in accordance with the terms of this Contract.

B. The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to provide the services outlined in the Scope of Work in accordance with the terms of this Contract, Augusta will sustain substantial losses as a result of such failure. The Contractor further acknowledges that Augusta will suffer damages that are difficult if not impossible to accurately estimate.

C. Augusta may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of other party, elect to terminate this Agreement by delivering to the Contractor, at the address listed in the Notices article of this Agreement, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other the Contractor at least one hundred eighty days (180) days prior to the effective date of termination.

ARTICLE II. PAYMENT AND PENALTIES

A. The Contractor agrees to pay to Augusta, at such address or addresses as may be designated in writing from time to time by Augusta, the total fixed amount of Five Thousand Dollars ($5,000.00) for Medical Program Direction every year this Agreement is in effect.

B. All fees are due on every January 15th of each calendar year this Agreement is in effect.

C. During the period of this contract, Augusta shall not pay any fees to Contractor for any services that are provided to Augusta, but for predetermined fees associated with Contractor performing billing for EMS transportation calls performed by Augusta Fire Department Ambulances. The Contractor agrees that it will not seek at any time any reimbursement for fees from Augusta. All fees, except as previously mentioned, shall be from third parties, collected by Contractor.

D. Contractor shall be responsible for billing and collections of its services. Contractor shall submit charges for all services to the patient or patient's guarantor(s) at a rate not to exceed the fees as described below. Service Provider shall adhere to the rate structure as described below for its ambulance calls. The rate structure shall only be changed by amendment to this Agreement approved by the Augusta, Georgia Board of Commissioners and executed by the Augusta, Georgia Mayor and the Contractor in accordance with the terms of this Contract.

The rate structure for ambulance calls is as follows:

ALS Transport

BLS Transport

Oxygen

Mileage

All Encompassing ALS 2

EKG Monitor & Interpretation

No Transport/Patient Assmt. Fee

E. The Contractor will be charged penalties, as determined by Augusta, according to the following schedule:

Category	Charge
Contractor cannot respond to calls (Inability to follow system status plan)	$1,000.00 per occurrence
Monthly compliance evaluation below 90% standard	$750.00 per month
Exceed Maximum Response Time	$100.00/each excess minute (maximum $1000.00/call)
Cancelling closer mutual aid responder	$500.00 per occurrence
Breakdown of unit w/ patient	$500.00 per occurrence
Failure to provide information	$500.00 per occurrence
Willfully falsifying response data by: a. Field Staff b. Management Staff	 $1,000.00 per event $2,500.00 per event
Out-of-service	$100.00 per hour (maximum $2,400.00/day)

F. Contractor agrees that it will bill, on behalf of Augusta Fire Department, for EMS transportation calls performed by Augusta Fire Department ambulances at the same rates as described herein and shall forward such collections, minus [INSERT FLAT FEE OR PERCENTAGE], to Augusta Fire Department. The deducted fee as described in this paragraph shall be the total compensation due to Contractor for billing on behalf of Augusta Fire Department.

G. Contractor agrees that it will not seek at any time any reimbursement for fees from Augusta.

ARTICLE III. SCOPE OF WORK

A. Contractor agrees to provide all professional Emergency (911) Ambulance Services and Billing and Collections for Ambulance Transport and Non-Transport Accounts in accordance with **Exhibit A**, Scope of Services, which is attached hereto and incorporated by reference. Augusta's Request for Proposals (RFP) No. 13-145 for Emergency (911) Ambulance Services and Billing and Collections for Ambulance Transport and Non-Transport Accounts and the Contractor's response thereto, are incorporated herein in their entirety by reference, and as further specified herein.

B. The territory Contractor will be assigned is the Augusta-Richmond County Exclusive Area – Ground, which is one single exclusive area servicing the entire Augusta-Richmond County. A map of the Service Area is **Exhibit B**, which is attached hereto and is hereby incorporated by reference.

C. Contractor shall submit to Augusta a year-end report summarizing services that include, but are not limited to, summary of yearly services and total call information provided for the contract year. Year-end reporting procedures shall be determined by Augusta.

ARTICLE IV. NOTICE

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery to Augusta's Chief Executive Officer and the Executive Assistant, (c) overnight courier service, or (d) delivered in person to the Contractor or his authorized representative on the work site. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to Augusta's Contract Administrator or by Augusta to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to Augusta:

Contract Administrator
Augusta Fire Department Administration
3117 Dean's Bridge Road
Augusta, Georgia 30906

With a copy to: General Counsel
Augusta Law Department
520 Greene Street
Augusta, Georgia 30901

If to the Contractor:

With a copy to:

ARTICLE V. INDEMNIFICATION

A. The Contractor shall be responsible from the time of the beginning of the Work, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of Augusta. The Contractor shall exonerate, indemnify, and save harmless Augusta, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this General Requirement as "Augusta Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to Augusta Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of Augusta Indemnitee's sole negligence.

B. As between Augusta Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, or suppliers caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, or suppliers, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless Augusta Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury.

C. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against Augusta Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. Augusta has the sole discretion to choose the counsel who will provide the defense.

D. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of Augusta, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

E. The parties agrees that Contractor shall be liable for all fines or civil penalties which may be imposed by any local, federal or state department or regulatory agency that are a result of Contractor's performance of the Work under this Contract. Contractor shall pay the costs of contesting any such fines. Contractor's obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

ARTICLE VI. FEDERAL WORK AUTHORIZATION

A. Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, Augusta cannot enter a contract for the physical performance of services unless the Contractor and his subcontractors registers and participates in the Federal Work Authorization Program to verify the information of all new employees.

B. Contractor agrees to certify that it has complied with O.C.G.A. §13-10-91 and that it has complied with Georgia Department of Labor Rule 300-10-1-.02.

C. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The affidavit is attached to this agreement as **Exhibit C** and is hereby incorporated herein by reference.

ARTICLE VII. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority attached hereto as **Exhibit D.** The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor warrants that it has all requisite power and authority to enter into and perform its obligations under this Contract, and that the execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

ARTICLE VIII. PERFORMANCE BOND AND INSURANCE REQUIREMENTS

A. PERFORMANCE BOND. Precedent to the execution of this Contract by Augusta, Contractor shall furnish a performance bond, in a form acceptable to Augusta, in the amount of One Million Dollars ($1,000,000) or 100% of contract price, whichever is greater, which shall remain in effect for the full term of the Contract. **Exhibit E**

B. INSURANCE REQUIREMENTS

a. The Contractor shall, without expense to Augusta, provide certificates of insurance that are acceptable to Augusta as follows:

(1) *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of the State of Georgia;

(2) *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:
$1,000,000 per occurrence for bodily injury and property damage liability
$1,000,000 personal and advertising injury liability
$1,000,000 general aggregate
$1,000,000 products-completed operations aggregate
$ 5,000 medical expense (any one person);

(3) *Umbrella or Excess Insurance.* Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
$5,000,000 per occurrence
$5,000,000 aggregate;

(4) *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of $1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor.

The Contractor is solely responsible for all persons transported in its emergency units. Certificate of Insurance for Comprehensive Automobile Liability Insurance coverage shall contain a statement of Contractor's responsibility.

b. Augusta is to be named as an additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. Augusta shall be included as an additional insured under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

c. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by Augusta.

d. Contractor agrees to waive all rights of subrogation and other rights of recovery against Augusta and its elected officials, officers, employees or agents for all coverages.

e. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

C. CERTIFICATES OF INSURANCE

a. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Augusta.

b. This insurance for Augusta as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to Augusta as the additional insured.

c. Such certificates should be sent to Augusta and must identify the "Certificate Holder" as follows:

Augusta, Georgia
Contract Administrator
3117 Dean's Bridge Road
Augusta, Georgia 30906

ARTICLE IX. TERMINATION

A. *Termination for Convenience.* Augusta may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Augusta, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least One Hundred and Eighty (180) days prior to the effective date of termination.

B. *Termination for Default.* If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then Augusta may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In any case, the Contractor shall be liable to Augusta for any and all damages and costs incurred by Augusta as a result of any default by the Contractor, including without limitation all costs of finding a replacement Contractor, hiring an interim ambulance company, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of Augusta then existing or which may thereafter accrue against Contractor. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of Augusta, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the Work satisfactorily performed through the effective date of termination as determined by Augusta.

E. Except as otherwise provided in this General Requirement, neither party shall be entitled to recover, lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. Contractor's obligations pursuant to this General Requirement shall survive any Acceptance of Work, or expiration or termination of this Contract.

ARTICLE X. CONTRACTOR'S PERSONNEL AND INDEPENDENT CONTRACTOR STATUS

A. The Contractor will supervise and direct the services to be provided, described in full in the Scope of Work, which is attached hereto and incorporated by reference. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of emergency ambulance services and the billing and collections thereto. An experienced Manager and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Manager shall be submitted with qualifications of same prior to start of the Work. If approved by Augusta, the Manager so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. The Manager shall represent the Contractor, and all directions given to the Manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

B. The Contractor shall not change key members of its staff without the prior consent of Augusta, unless such staff members prove to be unsatisfactory to the Contractor and cease to be in its employ. If the Contractor intends to change a key staff member (defined as certain full-time personnel including Manager, Field Supervisor) it shall give Augusta written notice at least fifteen (15) days prior to the intended change. The written notice shall include a description of qualifications for the new proposed key staff member. Augusta shall have the right to approve or disapprove the proposed key staff member.

C. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

D. The relationship between Augusta and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, and employees shall not be entitled to any Augusta employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Augusta shall be by employees of Augusta and subject to supervision by Contractor. No officer or employee of Contractor shall be deemed an officer or employee of Augusta. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to services rendered under this Contract shall be those of the Contractor, not Augusta.

ARTICLE XI. GENERAL INFORMATION

A. Accuracy of Work. Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by Contractor under this Agreement. The Contractor shall promptly, and in no event later than 48 hours after receiving written demand from Augusta, remedy any error, omission, defect, or act of non-compliance under this Agreement.

B. Additional Services. If the Contractor is asked by Augusta to perform Work beyond the scope of this Agreement for which payment is desired, it shall notify Augusta in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for additional work, and obtain the approval in writing from Augusta prior to performing the additional work for which it is to be paid. Augusta shall in no way be held liable for any work performed under this section which has not first been approved in writing by Augusta.

C. Ownership of Documents. Any document supplied by Contractor to Augusta related to the services provided hereunder shall remain the property of Augusta. Augusta reserves the right or approval prior to the distribution of any written material prepared by Contractor. Contractor agrees that Augusta may reuse any and all such documents in its sole discretion without first obtaining the permission of Contractor and without any further payment to Contractor.

D. Right of Inspection. Augusta shall have the right, at its sole discretion to inspect and review the services provided by Contractor hereunder to determine their acceptability. Augusta shall also have the right to review all of Contractor's records pertaining to this Agreement and Contractor agrees to properly maintain its records so as to allow Augusta to audit its fees, standards, and services. Contractor shall make such records available to Augusta officials within seventy-two (72) hours written notice.

E. Successors and Assigns. Augusta and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither Augusta nor Contractor shall assign or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of Augusta, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

F. Georgia Laws Govern. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

G. Venue. This Agreement shall be deemed to have been made and performed in Augusta-Richmond County, Georgia. For the purpose of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of Richmond County, Georgia. Consultant, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

H. Modification. This Agreement may be modified or amended by Augusta to adjust the scope of work or project description upon seven (7) days written notice to the Contractor. All required notices shall be given by certified first class U.S. Mail, return receipt requested.

I. Contract Administrator. The Augusta Fire Chief is designated as the Contract Administrator of this Agreement. The Contract Administrator shall be consulted and his written recommendation obtained before any request for extra work is presented to the Augusta, Georgia Board of Commissioners. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by the Contract Administrator.

J. Cooperation with Augusta. Contractor shall maintain regular communications with Augusta and the administrative staff of the Fire Department and the Augusta 911 Center and shall actively cooperate in all

matters pertaining to this Agreement including, with limitation, assisting Augusta in investigating and responding to any and all complaints, inspections or investigations, arising in connection with the Contractor's provision of services under this Agreement.

K. Prompt Payment Act. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

L. Subcontracting. The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Contractor's provision of services under this Agreement.

M. Controlling Provisions. The Contract will govern the provision of services provide under this Agreement. In the event of a conflict, the provisions of this Agreement shall govern. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Modifications or Amendments issued after the execution of the Contract; and the RFP.

N. Assignments. Augusta has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The Contractor agrees it shall not delegate, assign, subcontract, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or its right, title, or interest therein to any person, firm, or corporation without the previous written consent of Augusta. Any attempted assignment by Contractor without prior express written approval of Augusta shall at Augusta's sole option terminate this Agreement.

O. Policy of Non-Discrimination. Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for the provision or denial of service delivery.

P. Licenses, Permits and Certifications. Prior to execution of this Contract, Contractor shall provide Augusta with copies of all required licenses, certifications and permits for the Contractor and/or all of Contractor's employees, personnel, agents or Subcontractors performing services that require licensure by the federal government, the State of Georgia, or Augusta. Contractor hereby warrants and represents that at all times during the Contract Term it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services required by this Contract.

Q. Protection of Work, Property and Persons. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein.

R. Drug Free Workplace. Contractor shall maintain a Drug Free Workplace.

S. Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

T. Severability. In the event any provision of this Contract is held to be unenforceable for any reason, the remainder of the Contract shall be in full force and effect and enforceable in accordance with its terms.

U. No Conflict. Contractor represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of its duties and obligations

hereunder. Contractor further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Official Code of Georgia (O.C.G.A. §§45-10-20 et. seq.) and the provisions of the Augusta, Georgia Code of Ethics governing conflicts of interest of persons doing business with Augusta, as such provisions now exist and may be amended hereafter. Contractor represents and warrants that such provisions are not and will not be violated by the Agreement or the Contractor's performance hereunder.

V. Prohibited Interests. No official of Augusta who is authorized in such capacity and on behalf of Augusta to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any public safety contract, or any subcontract in connection with the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer or employee of or for Augusta who is authorized in such capacity and on behalf of Augusta to exercise any legislative, executive, supervisory, or other similar functions in connection with the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

W. Contingent Fees. Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business and that the Consultant has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

X. Compliance with Applicable Laws. The Contractor's attention is directed to the fact that all applicable federal, state, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Contractor discovers any discrepancy or inconsistency in this Contract in relation to any such law, regulation, ordinance, order, or decree, Contractor shall promptly report the same, in writing, to Augusta. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify Augusta and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Contractor or its employees.

Y. Georgia Open Records Act. Contractor shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

Z. Foreign Corporations. In the event the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Georgia Secretary of State as its agent for service of all legal process for the purposes of this Contract only.

AA. Judicial Interpretation. The law of the State of Georgia shall govern the construction of this Contract. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared same, it being agreed that the agents of all parties have participated in the preparation hereof and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract and any additions written or typed hereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Contract shall be construed against either party hereto.

BB. Local Small Business. In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta,

Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

CC. Modification. Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

DD. Sole Agreement. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this Agreement shall be enforceable unless approval by action of Augusta.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, this the ___ day of _____, 2013.

CONTRACTOR

By:_____

Signature

_____

Name (Typed or Printed)

_____

ATTEST:

_____

AUGUSTA, GEORGIA

_____

DEKE COPENHAVER
Mayor
Augusta, Georgia

ATTEST:

_____

Lena Bonner
Clerk to the Board of Commissioners
of Augusta, Georgia

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR SHALL:

1. Respond to all calls, without delay, with the closest available unit dispatched by the Augusta 911 Center. All response times, measured in seconds and not whole minutes, shall be calculated starting at the moment the Contractor receives the dispatch until the time the Contractor arrives on scene with a fully-functional and fully-staffed ALS ambulance.

2. Staff ambulances with at least one (1) state-certified Emergency Medical Technician-Paramedic (EMT-P) and one (1) state-certified Emergency Medical Technician-Basic (EMT-B) or one (1) state-certified Emergency Medical Technician-Intermediate (EMT-I) on all responses. All of Contractor's personnel shall be certified by the State of Georgia.

3. Submit a daily staffing roster to the 911 Center shift supervisor and the Augusta Fire Department EMS Coordinator no later than thirty (30) minutes after the start of a shift. The roster must be updated as changes are made.

4. Provide state certified ALS-equipped ambulances for all Augusta responses. Supervisory staff shall not be utilized as a primary ambulance on any calls.

5. Each vehicle shall include markings in type and placement approved by Augusta that contain the unit number, promote 911 emergency number advertising, and displays a logo or phrase that the vehicle supports Augusta, Georgia Fire Department.

6. Ensure that no statement or press release is issued regarding a call dispatched by the Augusta 911 Center without prior approval of Contract Administrator or designee.

7. Have an agent/representative available twenty-four hours a day, seven days a week to respond to any and all inquiries, problems and issues. Successful contractor shall provide a list of individuals who will be responsible for responding to any and all inquires and complaints and resolving any and all problems and issues that may arise. The list must identify the individuals who will be available on a twenty-four hour, seven day a week (24/7) basis, including holidays and traditional non-business hours. The list of individuals must be current and on file in the Augusta Fire Department EMS Coordinator's office during the term of the contract and updated monthly or as needed.

8. Notify the Augusta 911 Center and/or Augusta Fire Department of accurate estimated times of arrival (ETA) to any response inquiries.

9. All ambulances shall have a current and complete map book of Service Area and surrounding areas, as well as a commercially available dash mounted GPS system.

10. Respond to all patients according to the appropriate priority level as designated by the Augusta 911 Center using EMD protocols. Augusta's general priority level designation is explained in term section herein.

11. Respond to all calls within the following response time standards ninety (90%) percent of the time:

Level	Urban	Rural
Priority 1	Less than 8:00 minutes	Less than 10:00 minutes
Priority 2	Less than 10:00 minutes	Less than 12:00 minutes
Priority 3	Less than 20:00 minutes	Less than 20:00 minutes

Calls exceeding the response time standard by 5:00 minutes or more will be subject to other penalties. Augusta will evaluate compliance on a monthly basis.

12. System Status Plan
    - The successful Contractor shall have a System Status Plan that includes, but is not limited to: the number of ambulances (the number of ambulances on duty by hour and day) believed to be necessary to fulfill the services requested under this RFP; the post locations to be used; the priority of post locations; backup and move-up triggers and criteria; cover plans; return-to-base plans; and a plan for the location and housing of staff and ambulances. The minimum number of ambulances shall be at least 133 percent of the vehicles required at peak load.
    - The System Status Plan must provide an overview of the personnel and equipment resources that will be available in your proposed system, including procedures to address coverage when Contractor reaches system status zero.
    - Proposer's System Status Plan shall include the current and planned number of staff, including managers and field supervisors, for the services to be provided under this Agreement.
13. Provide a staff schedule based upon Contractor's System Status Plan, which shall include a plan to ensure personnel fitness for duty prior to and during shifts based on consecutive hours worked and rest obtained.
14. Provide a Quality Improvement Plan that includes, but is not limited to, any identified patient care or operational concerns and actions taken under the plan.
15. Provide a Disaster and Emergency Operations Plan, which must include a recall procedure and plans to offer Mutual Aid Agreements with all other ambulance services providers in Augusta, the surrounding area, and GEMA.
16. Provide a HIPAA Privacy and Compliance Plan.
17. Provide Augusta with a minimum of eight hours notice when any ambulance will be out of service and no replacement vehicle will be provided resulting in fewer ambulances available than needed as described in the System Status Plan. For every hour an ambulance is out of service, the Contractor will be charged $100.00, with a maximum daily charge of $2,400.00.
18. Provide security and disaster recovery plans. Include specific and detailed information regarding plans to encrypt electronic data or otherwise secure the data during use in the field, and during transmission between ambulances and Contractor's data warehouse, Augusta base of operations, hospitals and third-party payers in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 160 and 164, privacy act requirements.
19. Notify the Augusta 911 Center and the Fire Department shift commander immediately when situations arise that prevent or delay responses.
20. Transport patients to the appropriate destination without regard to whether payment is made or arranged prior to transport.
21. Ensure that all vehicles and equipment used to transport patients are in good mechanical operating condition. Ambulances performing services shall meet or exceed vehicle specifications outlined in Georgia Regulations Section 511-9-2-.09, as may be amended, and shall be equipped with all required equipment and supplies for operations as required by the Contract Administrator. Ambulances with mileage in excess of 250,000 miles shall not remain in the front line fleet and reserve or backup ambulances with mileage in excess of 350,000 shall not be utilized except in exigent circumstances.
22. Afford Augusta access to inspect any and all vehicles, including but not limited to mechanical, safety and special equipment, used to transport patients.
23. Afford Augusta access to any and all maintenance records regarding vehicles used to transport patients.
24. Ensure that all vehicles used to transport patients are maintained and equipped as ambulances in accordance with all applicable laws and regulations. Refer to **Attachment E** of RFP, Vehicle Inspection Form for Registered Ambulances. **Attachment E** is incorporated herein by reference.

25. Ensure that all vehicles used to transport patients are maintained in a clean condition, free of foreign matter and offensive odors.

26. Ensure that all vehicles are appropriately licensed and registered in accordance with all applicable laws and regulations. Contractor shall provide Augusta with a list of all vehicle inspection reports prior to contract execution and will provide Augusta with any current vehicle inspection reports upon request after contract execution.

27. Ensure that all drivers of vehicles have an appropriate, current and valid driver's license and have held that driver's license for a minimum period of two (2) years.

28. Provide emergency vehicles operation training for drivers of vehicles used to provide the services herein.

29. Ensure that all staff are offered a Hepatitis B vaccine and, upon request, provide written proof to the Augusta Fire Department of the injection dates or declination records, as applicable.

30. Upon award of contract, provide a list of staff along with their certification numbers. List shall be kept current and up-to-date during the term of the contract and provided to the Augusta Fire Department EMS Coordinator monthly.

31. Afford Augusta access to any and all training records of staff.

32. Training should include, at a minimum, emergency vehicle operation training, infections control, patient care, and customer service training.

33. Ensure a Health Insurance Portability and Accountability Act of 1996 (HIPAA) compliance plan is in place and enforced and that all staff have received HIPAA training.

34. Ensure that all staff wear appropriate uniforms and are neat in appearance at all times. Ensure enforcement of grooming policy for all personnel providing services herein.

35. Staff shall be provided appropriate infectious disease protective wear and general safety wear for use in unsafe environments.

36. Provide the name, address, telephone and fax number, and e-mail address of the Contractor's Medical Director for general transport calls. Information shall be kept current and up-to-date during the term of the contract.

37. Make each employee aware of his/her responsibility:
    a. To follow the operational instructions of on-ground incident command when operating on an emergency scene.
    b. To keep in confidence any and all medical and health information pertaining to all patients.
    c. To consent to the release of information between Augusta and the Contractor.

38. Train staff in the use of infection control procedures and other training that is required to comply with Occupational Health and Safety Administration (OSHA) Standards and that of other applicable regulatory agencies.

39. Notify Augusta via e-mail, delivery confirmation and read receipt requested, within eight (8) hours of any and all problems, accidents, injuries, complaints, or mechanical difficulties with regard to services provided under herein. The notification shall be directed to the Contract Administrator and/or designee.

40. A summary report of Quality Improvement issues, including remedies or corrective actions, shall be delivered to Contract Administrator and/or designee monthly, no later than the 5th day of each month for the preceding month.

41. Comply with all policies, procedures, and protocals as approved by the Medical Program Director when engaged in the response, treatment, and transport of patients.

42. Respond as requested and comply with operational instructions of incident command when the Augusta Emergency Management Agency Local Emergency Operations Plan is in effect.

43. Prior to the execution of the contract, successful Contractor shall obtain the appropriate and necessary authorization from the Georgia Department of Medical Assistance, the Health Care

Financing Administration (HCFA) in order to obtain Medicare/Medicaid reimbursement for Medicare/Medicaid patients transported under the Contract.

44. Submit weekly reports, in a spreadsheet format, to the Contract Administrator or designee that include, but is not limited to, response times, number of calls responded to, types of calls, percentage of calls resulting in transport, lost unit hours and equipment malfunctions, as required by the Contract Administrator or designee. Also, submit a year-end report summarizing services provided for the immediate preceding year by January 15 of each year of the contract.

45. Submit a monthly report to the Contract Administrator regarding the monthly financials, which should minimally include gross amount billed, net collected and payer mix.

46. Contractor will ensure that all personnel are trained under the National Incident Command System.

47. All of Contractor's vehicles shall be able to effectively communicate via radio and/or other equipment directly with the Augusta 911 Center and Augusta Fire Department apparatus. Determination as to whether the Contractor's communication system effectively interfaces with Augusta's system shall be determined by Augusta.

48. The Contractor agrees to purchase their own radios to be programmed by an authorized Motorola dealer to Augusta's specifications. One portable radio, one handheld radio, and a backup cellular handheld capable of sending/receiving emails and texts are required per unit. This requirement can be adjusted, in the event that additional ambulances are required and agreed upon by both parties. Contractor shall maintain a reserve cache of at least 25%. The handheld radio must be Motorola APX 7000 or compatible, must meet P25 standard, Astro Digital XTS5000 764-870mHz 1-3 W, Astro Digital CAI Operation, Project 25 9600 Baud trunking software, Smartzone system software, and ID System display.

49. Augusta intends to notify Contractor of pending calls and dispatch via the existing Augusta radio system, however the Contractor shall provide a telephone back-up to their dispatch center and cellular handhelds on each ambulance are in place and available at all times.

50. Augusta's current CAD system is provided by New World. If Contractor wishes to utilize MDTs, Augusta will assist the Contractor with Mobile software installation and configuration.

51. Contractor will be responsible for procuring modems for CAD interface or commercially-available data modems (CAD to Mobile/Mobile to CAD connectivity) for each ambulance.

52. Contractor shall be responsible for ensuring appropriate security of said radio equipment and also reporting, to the 911 Center Shift Supervisor, any loss of said equipment immediately. Contractor shall immediately replace any lost radio equipment.

53. Contractor will provide Augusta with a web-based vehicle tracking system so that the 911 Center and Fire Department Command staff can visualize, in real time, the location of Contractor's ambulances using AVL/GPS.

54. Contractor shall provide all tools and equipment, including any necessary devices, to facilitate seamless transition without interruption to patient care.

55. Use an electronic based patient care reporting (ePCR) capability that is GEMSIS compliant.

56. All Patient Care Reports shall be provided at the time of patient delivery and delivered to an emergency department within twenty-four (24) hours.

57. Contractor shall provide and maintain AED pads that are compatible with both the Fire Departments AEDs and the Contractor's cardiac monitors for the 23 fire engines and truck companies and 2 ambulances. This will allow for seamless transition between first responders and the ambulance paramedics and emergency departments.

58. Contractor shall provide and refill as needed O_2 bottles for Augusta Fire Department first responder units.

59. Contractor agrees that all Federal, State and Local regulations, requirements and guidelines will be followed and further agrees to allow Augusta to independently verify the Contractor's compliance with said regulations, requirements and guidelines.

60. Contractor shall have a base of operation within Augusta, Georgia. This location may be the shift change and supply section for the Contractor's operation. Contractor may opt to have more than one facility for shift changes and supplies. Contractor will provide addresses of locations to Contract Administrator or designee and update if any changes are made during the term of the contract.

61. Additional response ambulance (ALS or BLS) may be requested by Augusta and mutually agreed upon to meet occasional needs.

62. Contractor agrees to allow Augusta personnel to ride along with Contractor staff for EMT or Paramedic training at no cost to Augusta.

63. Contractor agrees to resupply Augusta Fire Department first responders with all disposable medical supplies and medications on a one-for-one basis. Such resupply shall comply with Augusta policy and any applicable state and federal laws. Augusta may send an invoice to the Contractor with the expectation that Augusta will be reimbursed for all supplies that have not been resupplied.

64. Augusta reserves the right to update all procedures, policies and guidelines. Contractor agrees to incorporate all updated procedures, policies, and guidelines as applicable during the term of the contract.

65. Augusta reserves the right to upgrade any and all communications equipment during the term of the contract. Contractor agrees to maintain compatibility with any and all equipment upgrades during the term of the contract.

66. Billing and Collections.
    Successful Contractor shall:
    a. Generate and electronically bill Medicare and Medicaid statements.
    b. Handle third-party payers, private-pay patients, special contracts, DRG transports and other special arrangements.
    c. List all procedures and supplies used, unless included in base rate, in an itemized bill.
    d. Respond to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquiries.
    e. Provide daily, monthly and annual reports which furnish clear audit trails, including payment details and adjustments experience. The audit trail must link reported transports and calls to billed transports and calls.
    f. Provide for reconciling on a regular basis between run reports and other production data and patient data.
    g. Support monitoring of employee accuracy and completeness in gathering-required document fields.
    h. Facilitate updates of account type, addresses, and other pertinent patient and third-party payer data.
    i. Provide procedures that, at the least, cover assignment of follow-up based on accounts receivable aging reports, reminder mailings, telephone collections methods, use of collection agents, write-off, hardship and charity cases policy, identifying and pursing alternate third-party payments and other reimbursements.
    j. Prohibit on-scene collections.
    k. Track dispatch data by record identifier.
    l. Provide a local number, which can be forwarded, for billing questions that will be clearly identified on all invoices and correspondence.
    m. Provide on-site staff who must be able to answer billing questions and resolve any concerns, as needed.
    n. Bill, on behalf of Augusta Fire Department, for EMS transportation calls performed by Augusta Fire Department ambulances at the same rates as Contractor and forward such collections, minus agreed service fee, to Augusta Fire Department.

67. Training that will be provided to Augusta Fire Department personnel shall include, but is not limited to:
    - Initial training for using the data collection system;
    - Specific training for field personnel on patient documentation;
    - On-going training, either on-site or through distance learning systems.

AUGUSTA SHALL:

1. Offer and provide the successful Contractor and its employee's orientation pertaining to Augusta policies and procedures as they relate to services provided under the Contract.

2. Retain the right to require the successful Contractor to withdraw from the services provided under the Contract any employee whose behavior may be deemed hazardous to patient care and services or whose personal characteristics prevent desirable relationships with Augusta.

3. Not assume liability for any injury or illness that the Contractor staff or citizens may receive during their course of providing services under the Contract.

CONTRACTOR AND AUGUSTA SHALL:

1. Mutually assist the other with emergency requests according to the following call distribution plan:

   c. The Contractor will be utilized by Augusta in a manner consistent with the Introduction paragraph.
   d. The Contractor will be dispatched when the Contractor's ambulance is closest to the call regardless of the level of service. Additional Augusta apparatuses may also be dispatched with the Contractor's ambulances.

2. Any and all utilization of the successful Contractor shall be at the discretion of Augusta.

3. Augusta's employees and Contractor's staff shall work together to maintain an environment that provides timely response, quality patient care and quality services.

4. Attend monthly meetings to review patient quality care issues, as requested by Augusta.

5. Representatives of Augusta and the Contractor shall meet quarterly, or as required by Augusta to discuss administrative issues, and to resolve problems at a mutually agreed upon place at no cost to Augusta.

Contractor and its staff shall not participate in any employee benefits provide by Augusta, including, but not limited to Worker's Compensation insurance, disability, pension or other employee plans. The Contractor shall carry insurance coverage in accordance with Augusta's insurance requirements as specified in the Sample Augusta Contract (see **Attachment J** of RFP, Contract for Professional Services (and Rental of Augusta Property **Attachment I of RFP**).

EXHIBIT B
SERVICE AREA MAP

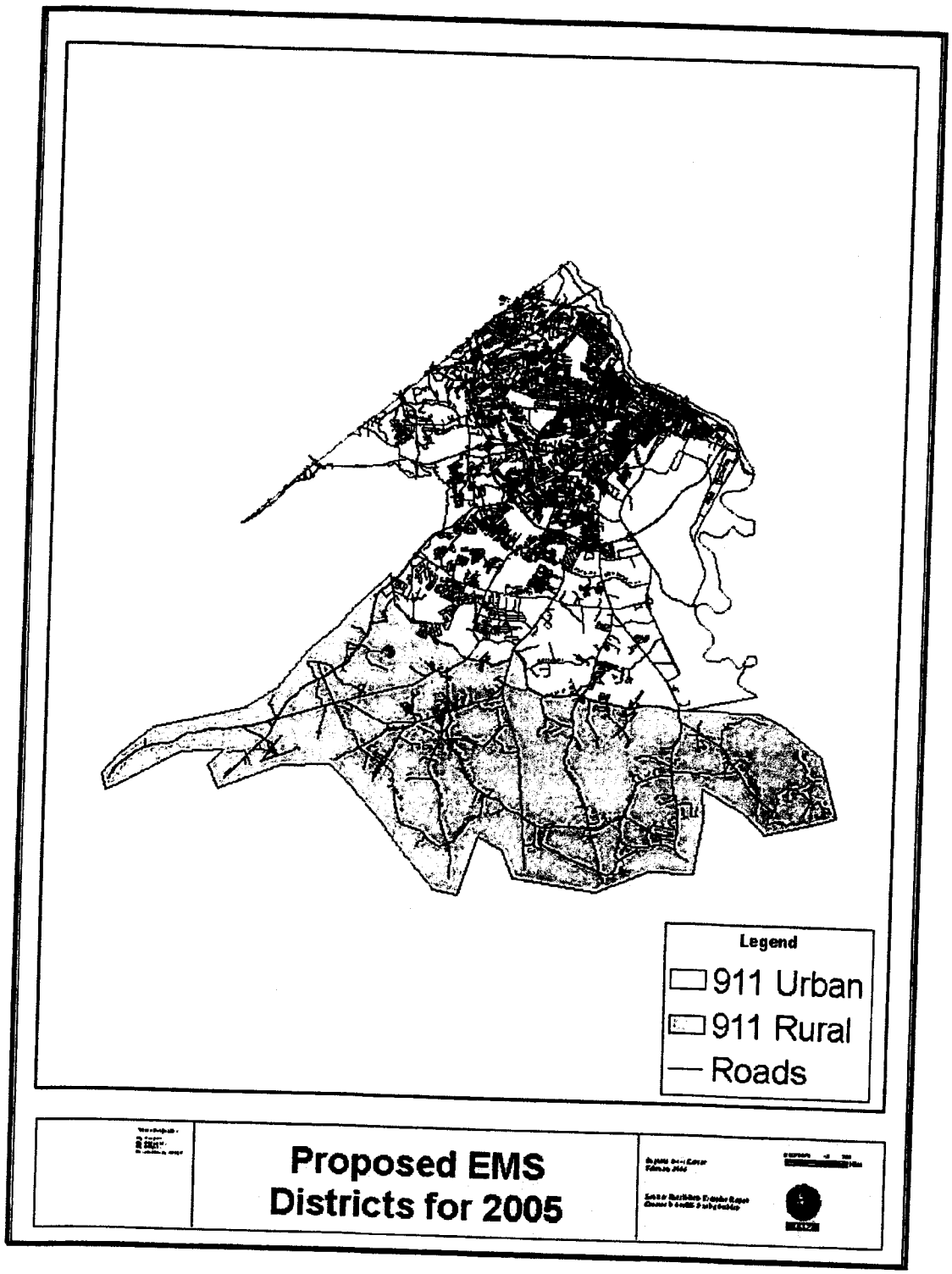


EXHIBIT C

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Augusta, Georgia, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, then the contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08[2] or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Augusta, at the time the subcontractor(s) is retained to perform such service.

_____
Employment Eligibility Verification Program (EEV)/ Basic Pilot Program* User Identification Number

46923
Augusta, Georgia EEV Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer or Agent (Contractor Name)

_____
Date

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF _____, 20__

_____

Notary Public

My Commission Expires: _____

EXHIBIT D

AUGUSTA, GEORGIA

CERTIFICATE OF CORPORATE AUTHORITY

I, _____, certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of _____; that _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

_____

_____

_____

_____

_____.

This _____ day of _____, 20____.

_____ (Corporate Seal)
Secretary

EXHIBIT E

COUNTY OF RICHMOND

STATE OF GEORGIA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,_____, as Principal, and _____, as Surety, are held and firmly bound unto Augusta, Georgia, hereinafter called the Obligee, in the sum of

_____ Dollars ($_____), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is that Principal has entered into a certain written Contract dated the day of _____, 20___, with Obligee, a copy of which Contract is attached hereto and incorporated herein by reference.

If Principal shall indemnify Obligee against any pecuniary loss resulting from the breach of any of the terms, covenants, and conditions of such Contract to be performed by Principal and to faithfully account for all funds received by the Principal pursuant to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect subject to the following conditions. This obligation shall run continuously and shall remain in full force and effect until and unless the Bond is terminated as provided herein or as otherwise provided by law. This Bond covers the original Contract and all duly authorized modifications of said Contract that may hereafter be made. Any deviations from, or additions to, or modifications in the obligations of the original Contract may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this Bond, except that no change will be made which increases the total Contract Price more than twenty percent in excess of the original Contract Price without notice to the Surety.

The business for the transaction of this Bond shall be deemed to have taken place in the Augusta-Richmond County, Georgia, and if any action or proceeding is initiated in connection with this Bond and any of its obligations arising hereunder, the venue thereof shall be the Superior Courts of Richmond County, State of Georgia.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

This Bond shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and legal representatives.

This Bond shall be construed in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq.

IN WITNESS WHEREOF, Principal and Surety have executed this Bond at Augusta Georgia, this day of _____, 20___.

ATTEST:

_____(SEAL)
Principal

_____ By: _____

_____
Typed Name and Title

WITNESS:

_____ (SEAL)
Surety

_____ By: _____

_____
Typed Name and Title

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and _____, a corporation organized and existing under the laws of the State of _____, with ITS PRINCIPAL offices in _____, (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall safeguard all Protected Health Information ("PHI") to which it has access during the term of Augusta, Georgia Contract No._____ for the provision of emergency (911) ambulance services and billings and collections for ambulance transport and non-transport account for the Augusta, Georgia Fire Rescue Department in AUGUSTA, GEORGIA.

WHEREAS, County is a Covered Entity under the Health Information Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and is required to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information ("PHI"); and

WHEREAS, Contractor, under Contract No. _____ (hereinafter referred to as "Contract"), may provide functions, activities, or services involving the use of PHI; and

WHEREAS, Contractor is a Business Associate as defined by HIPAA; and

WITNESSETH: that for and in consideration of the mutual promises below and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, Augusta and the Contractor hereby agree as follows:

Article I. Definition of Terms

A. "Protected Health Information" ("PHI") means any information, whether oral or recorded in any form or medium: (1) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (2) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

B. "Privacy Rule" shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

C. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

D. "Covered Entity" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 C.F.R. Section 160.103. For the purposes of the agreement contained in this attachment, "Covered Entity" is Augusta, Georgia, referenced herein as "County" or County.

E. "Business Associate" shall have the meaning given to such term under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of the agreement contained in this attachment, "Business Associate" is _____, referenced herein as "Contractor" or Contractor.

F. "Electronic Protected Health Information" ("ePHI") means Protected Health Information that is maintained in or transmitted by electronic media.

G. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

H. "Health Care Operations" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

I. "Protected Information shall mean PHI provided by Augusta to Contractor or created or received by Contractor on Augusta's behalf.

J. "Security Rule" shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 163, Subparts A and C.

Article II. Obligations of Business Associate

A. "Permitted Uses". Contractor shall not use Protected Information except for the purpose of performing Contractor's obligations under the Contract and as permitted under the Contract and any attachments thereto. Further, Contractor shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by County. However, Contractor may use Protected Information (i) for the proper management and administration of Contractor, (ii) to carry out the legal responsibilities of Contractor, or (iii) for Data Aggregation purposes for the Health Care Operations of County [45 C.F.R. Sections 164.504(e)(2)(i),164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

B. "Permitted Disclosures". Contractor shall not disclose Protected Information except for the purpose of performing Contractor's obligations under the Contract and as permitted under the Contract and attachments. Contractor shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if so disclosed by County. However, Contractor may disclose Protected Information (i) for the proper management and administration of Contractor; (ii) to carry out the legal responsibilities of Contractor; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of County. If Contractor discloses Protected Information to a third party, Contractor must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i),164.504(e)(2)(i)(B),164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

C. "Prohibited Uses and Disclosures". Contractor shall not use or disclose Protected Information for fundraising or marketing purposes. Contractor shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). Contractor shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County; however, this prohibition shall not affect payment by County to Contractor for services provided pursuant to the Contract.

D. "Appropriate Safeguards". Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b). Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.

E. "Reporting of Improper Access, Use of Disclosure". Contractor shall report to County in writing of any access, use or disclosure of Protected Information not permitted by the Contract and attachments, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 24 hours after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.50(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

F. "Business Associate's Agents". Contractor shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI. If Contractor creates, maintains, receive or transmits electronic PHI on behalf of County, then Contractor shall implement the safeguards required by paragraph C above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (*see* 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

G. "Access to Protected Information". Contractor shall make Protected Information maintained by Contractor or its agents or subcontractors available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)].

H. "Amendment of PHI". Within five (5) days of receipt of a request from County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Contractor or its agents or subcontractors shall make such Protected Information available to County for amendment and incorporate any such amendment to enable County to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of County [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

I. "Accounting Rights". Within five (5) calendar days of notice by County of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which County is required to account to an individual, Contractor and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section164.528, as determined by County. Contractor shall not disclose any Protected Information except as set forth in Article II(B). of this Attachment [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph I shall survive the termination of this Agreement.

J. "Governmental Access to Records". Contractor shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to County and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Contractor's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Contractor shall provide County a copy of any Protected Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

K. "Minimum Necessary". Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] Contractor understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

L. "Data Ownership". Contractor acknowledges that Contractor has no ownership rights with respect to the Protected Information.

M. "Business Associate's Insurance". Contractor shall maintain a sufficient amount of insurance to adequately address risks associated with Contractor's use and disclosure of Protected Information under this Agreement.

N. "Notification of Breach". During the term of the Contract, Contractor shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Contractor becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Contractor shall take (i) prompt corrective action to cure such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

O. "Breach Pattern or Practice by Covered Entity." If the Contractor knows of a pattern of activity or practice of Augusta that constitutes a material breach or violation of Augusta's obligations under the Contract or this Agreement or other arrangement, the Contractor must take reasonable steps to cure the breach or end the violation. Contractor shall provide written notice to County of any pattern of activity or practice of Augusta that Contractor believes constitutes a material breach or violation of Augusta's obligations under the Contract or this Agreement or other arrangement within five (5)

calendar days of discovery and shall meet with County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

P. "Audits, Inspection and Enforcement". Within five (5) calendar days of a written request by County, Contractor and its agents or subcontractors shall allow County to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether Contractor has complied with this Agreement; provided, however, that (i) Contractor and County shall mutually agree in advance upon the scope, timing and location of such an inspection and (ii) County shall take reasonable steps to protect the confidentiality of all confidential and proprietary information of Contractor to which County has access during the court of such inspection. The fact that County inspects, or fail to inspect, or has the right to inspect, Contractor's facilities, systems, books, records, agreements, policies and procedures does not relieve Contractor of its responsibility to comply with this Agreement, nor does County's (i) failure to detect or (ii) detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under the Contract or Agreement. Contractor shall notify County within five (5) calendar days of learning that Contractor has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

Q. "General Recordkeeping." Contractor agrees to document all disclosures of PHI and information related to such disclosures as would be required for Augusta to respond to a request by an Individual or by the Secretary of the for an accounting of disclosures of PHI in accordance with the requirements of the Privacy Rule.

Article III. Obligations of Covered Entity

A. County agrees that it will notify Contractor of any new limitation in its Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, Augusta determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.

B. County agrees that it will notify Contractor of any change in, or revocation of, permission by an Individual for Augusta to use or disclose PHI to the extent that County determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.

C. County agrees that it will notify Contractor of any restriction regarding its use or disclosure of PHI that Augusta has agreed to in accordance with the Privacy Rule if, and to the extent that, Augusta determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.

Article IV. Termination

A. "Material Breach". A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

B. "Judicial or Administrative Proceedings". County may terminate the Contract, effective immediately, if (i) Contractor is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

C. "Effect of Termination". Upon termination of the Contract for any reason, Contractor shall, at the option of County, return or destroy all Protected Information that Contractor or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. Neither Contractor nor its agents nor subcontractors shall retain copies of the PHI. If return or

destruction is not feasible, as determined by County, County shall report the violation to the Secretary. If County elects destruction of the PHI, Contractor shall certify in writing to County that such PHI has been destroyed.

Article V. Assistance in Litigation or Administrative Proceedings

Contractor shall make itself, and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the Contract or this Agreement, available to County, at no cost to County, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Contractor or its subcontractor, employee or agent is a named adverse party.

Article VI. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in force and effect.

Article VII. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy Rule, the Security Rule, and any rules, regulations, requirements, rulings, interpretations. procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement contained in this Attachment to be executed in three counterparts, each to be considered as an original by their authorized representative, on this ____ day of ____, 2013.

CONTRACTOR

By:_____

Signature

_____

Name (Typed or Printed)

_____

ATTEST:

_____

AUGUSTA, GEORGIA

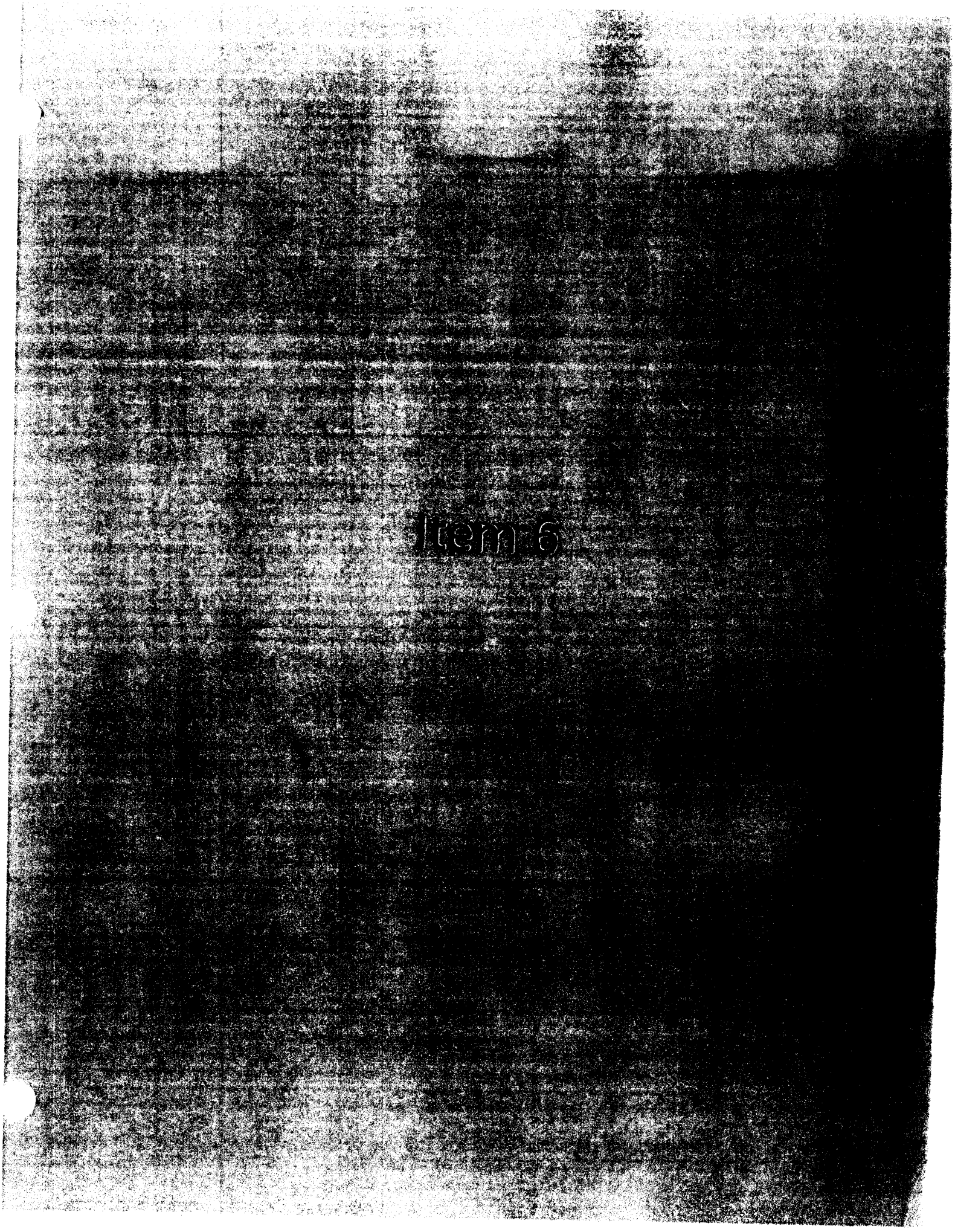
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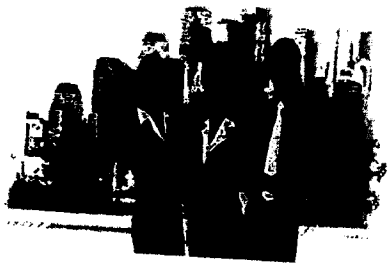
DEKE COPENHAVER
Mayor
Augusta, Georgia

ATTEST:

_____

Lena Bonner
Clerk to the Board of Commissioners
of Augusta, Georgia


Item 6



Bid and Contract Team

Team Leader

Team Assignments (2)

Administrative Assistant (1)

22.1.5 Process and Procedures

1. Start a Bid/RFP/RFQ folder once the completed Bid/RFP/RFQ package has been assigned to you by the Team Leader
2. Fax the Invitation to Bid/Request for Proposal/Request for Qualification to the Metro Courier **(use Metro Courier fax template)** **Exhibit 11.**
3. Review the Bid/RFP/RFQ package for errors. Make sure all opening dates, mandatory pre-bid dates and last day for questions to be submitted are listed in the package and all are correct (for any errors in question please check with Team Leader before making any changes)
4. Scan Bid/RFP/RFQ to the Team Leader to be loaded on Demandstar
5. A copy of the advertisement should be given to the Bid Management Specialist immediately when a Bid/RFP/RFQ is assigned. Send a copy of Bid/RFP/RFQ to the appropriate department. Also the Local Small Business Opportunity Program Coordinator (Yvonne Gentry using the appropriate memo (stamp copy with appropriate stamp) **(use LSBOP memo template - Exhibit 12)**
6. Mail a copy of the letter informing each vendor of the Bid/RFP/RFQ. (save a copy of vendor list in the Bid/RFP/RFQ folder on the N drive) file name should be Mail Labels.
7. Mail Bid/RFP/RFQ packages to vendors as they request a copy. All Bids/RFPs/RFQs are to be mailed on the Thursday they start advertising in the newspaper. They should be in the mail basket no later than 4:00 p.m. for the Mail Courier to get the packages to the Print Shop
8. Mail Bid/RFP/RFQ packages as they are requested by vendors (make sure vendors fax a request or send email to procbidandcontract@augustaga.gov for packages) record names on the vendor list in the Bid/RFP/RFQ folder
9. Keep up with the last date for questions to be submitted. All questions are to be received by 5:00 p.m.
10. For any questions submitted, fax or scan a copy to the appropriate department/engineering firm that is responsible for the project, copy of questions should be placed in the Bid/RFP/RFQ folder. Make sure vendors put all questions in writing concerning any Bids/RFP's/RFQ's and all correspondence sent back to them in reference to any Bid/RFP/RFQ is done in the form of an addendum. (Information should be faxed or emailed to the office from vendor)
11. Make sure the department is given a date for the answers to be returned so the addendum can be sent out to perspective vendors, departments, plan rooms, and blue print company in a timely manner
12. Once appropriate information has been received from the department/engineering firm put information in the form of an addendum **(use addendum template - Exhibit 13)**
13. Make necessary preparations for any mandatory pre-bid meetings including the sign in sheet and setting up the tape recorder **(use mandatory pre-bid sign in sheet template- Exhibit 14)**

14. Attend Mandatory Pre-Bid meetings for the Bid/RFP.RFQ that has been assigned to you with the Team Leader. At the end of the meeting a copy of the sign in sheet should be given to each attendee
15. After the Mandatory Pre-Bid meeting, scan a copy of the sign-in sheet into the Bid/RFP/RFQ folder on the "N" drive and a copy given to the Bid Management Specialist.

16. Attend Bid/RFP/RFQ openings for the projects that have been assigned to you with the Team Leader **(use bid opening sign-in template - Exhibit 15).** Start a Bid/RFP/RFQ tabulation sheet **(use the appropriate Bid/RFP/RFQ tabulation template - Exhibit 16).** For any projects that require the plans to be sold by the plan rooms (Augusta Blue Print, Digital Blue Print and ARC Augusta), make sure all vendors submitting a bid package purchased a set of plans from the appropriate plan room and attended the Mandatory Pre-Bid meeting
17. After the Bid/RFP/RFQ opening complete the tabulation sheet. All bid tabulation sheets should be prepared and given to the Team Leader within three business days of the bid opening. A copy of the tabulation sheet should be given to the Bid Management Specialist after it has been reviewed by the Team Leader. Be sure to stamp with the "unofficial stamp".
18. Review and separate the packages and send all appropriate information to the Department for their review. All Bids/RFPs/RFQs should be reviewed and given to the Team Leader within three business days of the opening. For all vendors that are deemed non-compliant a non-compliant letter will be sent. The Team Leader should review all packages before they are sent to the department and all non-compliant letters before they are mailed. Scan a copy of all signed letters individually into the Bid/RFP/RFQ folder. **(use the non-compliant letter template - Exhibit 17)**
19. Send the guidance letter with Bid packages to the appropriate Department. **(use the guidance memo template - Exhibit 18)** For all RFPs and RFQs the Bid Management Specialist will be given the information. The Bid Management Specialist will coordinate the evaluation meeting with the appropriate department and send to packages to the evaluation committee members.

22.1.6 Administrative Assistant

The Administrative Assistant will be responsible for the following duties as it relates to Bids/RFPs/RFQs:

1. Assist in mailing Bid/RFP/RFQ packages
2. Assist in mailing addendums
3. Type and mail all non-compliant letters. Non-Compliant letters should be typed and mailed the same day without any delay.
4. Clock in all Bids/RFPs/RFQs as they are received
5. And any other duties assigned

22.1.7 Plan Rooms

1. Any projects that are required to be sold by the plan rooms (Augusta Blue Print, Digital Blue Print and ARC Augusta) the following steps should be taken:
    1. Make a copy of the specification book for the LSBOP Office (stamp with appropriate stamp)
    2. Make sure all of the required Procurement Information is attached
    3. Send the specifications and drawings to the assigned plan room

22.1.8 Addendum

1. Using the addendum template make sure the Bid/RFP/RFQ number opening date and time is correct -
2. Type mail labels for addendum (to be faxed and mailed with certified/return receipt) **(use fax cover template - Exhibit 19)**
3. For any opening dates that need to be changed, please discuss with the Team Leader before making any changes **(use the New Bid Opening Date template - Exhibit 20)**
4. Give to Team Leader for review

22.1.9 Bid Tabulation Sheet (use appropriate Bid/RFP/RFQ tabulation template - Exhibit 21)

1. Once the bid tabulation sheet is complete it should be stamped unofficial. Vendors that request a copy should fax or email a request. **(Use the fax cover sheet template - Exhibit 22)** and fax to vendor or attach and send via email. File the fax cover sheet along with the confirmation sheet in the Bid/RFP/RFQ folder.

22.1.10 Re-Bid Information

1. Start a Bid/RFP/RFQ folder once the completed Bid/RFP/RFQ package has been assigned to you by the Team Leader and it has been decided the Bid/RFP/RFQ will be re-bided.
2. Review the re-bid package for errors. If there was an addendum issued in the original Bid/RFP/RFQ please make sure that information has been incorporated into the re-bid packet of information
3. Scan Bid/RFP/RFQ to the Team Leader to be loaded on Demandstar.
4. Send a copy of re-bid information to the LSBOP Coordinator (Yvonne Gentry using the appropriate memo (stamp copy with appropriate stamp) **(use LSBOP memo template- Exhibit 12)**
5. Mail re-bid packages to vendors from list submitted by department, all persons that responded to the initial Bid/RFP/RFQ and any persons that requested a copy of the initial Bid/RFP/RFQ (save copy of mail label in the re-bid folder on the N drive)
6. Mail Bid/RFP/RFQ packages as they are requested by vendors (make sure vendors fax a request or email for a copy of the package)

22.1.11 Annual Bids

1. This process will start by notifying the departments in August of the present year. They will be notified of the bids that have a one year option that can be extended and also of the ones that will be going out for bid.
2. Proof read bid documents carefully
3. Check with me before making any changes to specifications unless it is to correct spelling
4. Make sure you review the last bid to make sure we include all vendors that have received a bid package previously.
5. The bid tabulation sheet should be prepared immediately, do not wait until the day of or the day before to prepare. The previous bid tabulation sheet should be used but make sure all items are

the same. Do not make any changes to the format of the bid tabulation sheet without talking to the Team Leader. Also prepare the bid opening sign in sheets.

6. Vendors will be calling for a copy of the previous bid tabulation sheet. If they want it faxed please fax them a copy, you can tell them about ARCbid but if they want it faxed I expect you to fax them a copy the same day.
7. Bid folders need to be prepared at the time you are given a set of bid specifications.
8. Please take into account the number of packages that will be sent out in the mail to allow Print Shop sufficient time to stamp.
9. Any addendums that need to be done please check with the Team Leader before one is done. Also do not change any bid opening dates without checking with the Team Leader. Please make sure all addendums are scanned to the Team Leader to be loaded on Demandstar and a copy should be given to the Bid Management Specialist immediately.
10. All bid tabulation sheets should be prepared and given to the Team Leader for review within three business days of the bid opening. A copy should be given to the Bid Management Specialist after they have been reviewed by the Team Leader. They need to be stamped with the unofficial stamp.

Annual bids are very important and it is imperative that they are mailed out in a timely manner. It is also imperative that all vendors plus any new vendors be sent a copy of the bid letter. I expect each person to handle the bids they are assigned. I am the backup for each of you. Vacation will be very limited especially if you are requesting a day off when you have bids opening.

REMINDERS

22.1.12 Changes to Bid Procedures

Do not make any changes to procedures in the way they are currently being handled. If you have any questions about the current procedures on handling bids please ask the Team Leader. If you have an idea on how to handle anything pertaining to the bids please check with the Team Leader before you do anything different from the way you were trained.

22.1.13 Receiving Bids

If a bid package is delivered late by a courier service please accept the package and let the Team Leader know that the package was delivered late and we will get in touch with the vendor. Do not deal with the courier service.

If a vendor delivers a bid package late stamp a card and inform them it is after the bid time. If they insist on leaving the package accept it, get them to sign the card that has been date stamped showing the time and give them the pink copy.

22.1.14 Dates Changes

Do not agree to change any dates that are listed on the invitation to bid during a mandatory pre-bid conference. Always tell the vendors if any dates are extended they will be notified by addendum. On the bid tabulation sheets do not stamp them with the "Unofficial" stamp before they are given out in a bid opening. After the tabulation sheet is completed any copy that is faxed or emailed should be with the "Unofficial" stamp.

22.1.15 E-Mails

If you have been copied on an e-mail that was addressed to me please check with me before you respond to it. This will eliminate both of us from responding.

A payment bond is for the protection of all persons supplying labor and material to the contractor or subcontractors for the performance of the work specified in the contract.

Nothing in this chapter shall prohibit Augusta-Richmond County from requiring other contractors or suppliers of professional services to comply with one or both bonding requirements if so determined by the Augusta-Richmond County Administrator, and/or using agency head, to be necessary. The same reserved authority applied to requiring other type bonds determined to be necessary and also requiring bonds on purchases for goods and services of any dollar amount less than forty thousand dollars ($40,000.00).

Sec. 1-10-39. Insurance requirements.

Standard ranges and types of coverage shall be determined under the direction of the Augusta-Richmond County Administrator and advice of the Augusta-Richmond County Attorney, Risk Management, Finance Director, Procurement Director and other appropriate staff. General requirements shall be reviewed at least once annually. Insurance will be required within established ranges and for specific purposes on an individual contract basis.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-40. Pre-qualifications of contractors.

(a) *When required.* The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta-Richmond County to pre-qualify suppliers for contracts of a particular type. The imposed standards must be met by any contractor who wishes to bid on the named project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether a contractor has met such pre-qualification standards. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal on the contract in question, or who are parties to a joint venture formed by suppliers who are herewith pre-qualified, shall be allowed to submit bids or proposals on the contract in question.

(b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-43(c).

(c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-43-Sealed Bids; Bid Acceptance and Bid Evaluation and section 1-10-45g)-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.

(d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor is entitled to appeal rights as provided in Article 9.
(Ord. No. 6939, § 16, 1-2-07)

ARTICLE 6 PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS

Sec. 1-10-41. Generally.

The following sections provide detailed information concerning the use of the six (6) source selection methods available for use for the procurement of commodities, services and construction products for Augusta-Richmond County. The six methods are: (1) sealed bids, (2) sealed proposals, (3) special services, (4) quotations or informal bids, (5) sole source, and (6) emergency procurement. Lastly, these sections provide certain specific requirements applicable to any or all six methods of source selection.

Sec. 1-10-42. Purchase order.

No officer or employee of Augusta-Richmond County shall request a vendor to deliver goods,

merchandise, materials or supplies to the county except upon a regular purchase order issued by the procurement agent; however, the provisions of this subsection shall not apply to emergency purchases provided for in this section.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-43. Sealed bids selection method.

(a) *Conditions for use.* All contracts of Augusta-Richmond County shall be awarded by competitive sealed bidding except as otherwise provided elsewhere in this article (see section 1-10-45-Sealed Proposals; 1-10-46-Professional Services; 1-10-47-Quotations; 1-10-49-Sole Source Procurement; and 1-10-50-Emergency Procurements, of this chapter).

(b) *Invitation for bids and specifications.* An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta-Richmond County Commission for approval by the Augusta-Richmond County Commission.

(c) *Public notice and bidder's list.* Adequate public notice of the invitation for bids shall be given in reasonable time, not less than ten (10) working days prior to the date set forth therein for the receipt of bids.

(1) Public works type contracts (defined per Georgia State Law, Code Section 36, Chapter 10, as contracts necessary to build or repair any courthouse, jail, bridge, causeway, or other public works) with values that equal or exceed twenty thousand dollars ($20,000.00), shall be advertised at least once weekly for at least four (4) weeks prior to opening of bids.

(2) Public notice shall include publication for three day within a ten (10) day period in the legal gazette and in local minority owned newspapers. The public notice minimally shall state the place, date, and time of pre-bid conference and/or bid opening, where specification documents may be obtained, and a brief description of the purchase or sale.

(3) The Procurement Director shall also directly solicit sealed bids from all responsible prospective suppliers whose names appear on the Augusta-Richmond County Bidders' List which the Procurement Director shall maintain.

(d) *Pre-bid conference and addendum.* A conference to be conducted by the Procurement Director and using agency head, if appropriate, hearing will be scheduled at least five (5) working days before receipt of bids. While the pre-bid conference is not a requirement, it is strongly recommended and widely used to further acquaint interested bidders with the bid requirements and items to be purchased and vendor input. Any substantive changes to specifications resulting from the pre-bid conference or other vendor/contractor sessions shall be documented in an addendum and communicated to all bidders registered for the procurement action.

(e) *Bid opening.* Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with section 1-10-5 (Public Access to Procurement Information).

(f) *Bid acceptance and bid evaluation.* Provided that the bids are delivered to the Procurement Director at the time, place, and under the

conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include bidder responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle costs. The main advantage of using life-cycle costing is that both initial costs and related costs for the life of the item are considered. When the criterion for awarding the contract is based on lowest responsive bidder, it may mean that the contract specifications are just minimally complied with. Selecting of the lowest bidder could result in a higher incidence of maintenance, and down-time could eat up any savings made if the procurement process considers only the initial cost.

(g) *Correction or withdrawal of bids.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted under the circumstances described below:

(1) Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening.

(2) After the bid opening, corrections to bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. Otherwise, no changes in bid prices or other provisions of bids prejudicial to the interest of Augusta-Richmond County or fair competition shall be permitted.

(3) In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

a. the mistake is clearly evident in the bid document but the intended correct bid is not similarly evident; or

b. the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

(4) All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported in a written report made by the Procurement Director.

(5) Withdrawal after receipt of bids is cause to forfeit bid security unless substantial evidence was presented clearly evidencing the mistake and hardship that would occur to either the County or the bidder in the event of award.

(h) *Tie bids.* In the event two or more bidders are tied in price while otherwise meeting all of the required conditions, the bid shall be awarded to the business which is located within Augusta-Richmond County, or if not within the above, within the State of Georgia. Where no bidder is located in Augusta-Richmond County or in the State of Georgia, the Procurement Director shall call a public forum, cause each bidder or stand-in to write the name of the bidder on paper and placed in a container, the winner to be determined by drawing lots.

(i) *Letting the contract.* The contract shall be awarded or let in accordance with procedures set forth herein. Award shall occur with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

In addition to price and other material factors, the Procurement Director, in consultation with the using agency, shall consider the following in the context of award recommendations:

(1) The ability, capacity, and skill of the bidder to perform, the contract or provide the services required,

(2) The capability of the bidder to perform the contract or provide the service promptly, or within the time specified, without delay or interference,

(3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,

(4) The quality of performance on previous contracts,

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,

(6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,

(7) The quality, availability, and adaptability of the supplies or services to the particular use required, and

(8) The number and scope of conditions attached to the bid by the bidder.

(j) *Award to other than low bidder.* When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the purchase order or other contract elsewhere shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file for audit proposes.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-44. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions will only be for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Nonmonetary revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-45. Sealed proposals.

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta-Richmond County Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta-Richmond County. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta-Richmond County. In the case of procurement computer software, for example, it is in the best interest of Augusta-Richmond County to specify functional requirements and outputs, and allow the bidders to propose based on the closest available product(s) and software or software development services meeting our needs.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10-43(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference is not required but recommended for purposes of expounding on the requirements and

soliciting vendor/contractor input. Such conferences should be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-44(c)-Public Notice and Bidder's List.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked).

(1) Selection committee. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or their choice shall convene for the purpose of evaluating the proposals.

(2) Preliminary negotiations. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(h) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror, and request final and best offers from the top ranked three firms if available. Award shall be made or recommended for award through the Augusta-Richmond County Administrator, to the responsible offeror whose proposal is determined to be the most advantageous to Augusta-Richmond County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and Article 10, section 1-10-71 of this chapter.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-46. Authority to contract for special services.

As used in this section, special services are those professional services, such as those provided by physicians, architects, ministers, engineers, accountants and attorneys, which are normally obtained on a fee basis. In the procuring of professional services those departments which normally utilize such services may contract on their behalf for such service in accordance with this article provided that the following requirements are met:

(a) The department must solicit the best possible contract with the person providing the professional service.

(b) Negotiation with the person providing professional services shall include the department head and the Augusta-Richmond County Administrator.

(c) The department shall obtain the approval of the Commission.

(d) On those special services in Augusta-Richmond County, where another department head's expertise and recommendations can be of special use, the department procuring such service shall seek the advice of such department head.

(e) The Commission shall have the authority to continue a contract for professional services from year to year when it is in the best interest of Augusta-Richmond County.

(f) Depending on the type of the service that is involved, Augusta-Richmond County should look beyond price estimates or bids, to qualifications of the bidder. Cost of the work to be performed should not be given primary and dominant weighing in selecting the professional bidder. The technical factors and qualifications of the staff and firm should be also considered.

Sec. 1-10-47. Quotations or informal bids selection method (Standard and small purchases).

(a) *Conditions for use.* Any standard or small purchase contract or purchase order for supplies, services, and construction not exceeding five thousand dollars ($5,000.00) in total value may be made in accordance with the purchase procedures authorized in this Section and other applicable provisions of this Article. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.

(b) *Request for quotations and specifications.* Requests for quotations may be issued in writing or by telephone for purchases less than five thousand dollars ($5,000.00). In either case, specifications shall be prepared describing the item or service in a form suitable for an appropriate vendor response.

(1) Informal oral bid quotations. Quotes from a minimum of three (3) sources shall be obtained, at least one of which shall be from a DBE as provided in section 1-10-52 hereof. Maximum purchase under this system is to be one thousand five hundred dollars ($1,500.00), including sales tax. Vendor quotes are to be noted on the requisition for retention. The procurement requirement shall not be artificially divided so as to constitute a purchase to be made by this method.

(2) Informal written bid quotations. Solicitation for written bid quotes shall be obtained from three (3) sources, if available, from the vendor list, at least one of which shall be from a DBE as provided in section 1-10-52 hereof. The maximum purchase under this system is to be ten thousand dollars ($10,000.00), including sales tax.

(3) Selection is to be made from the list in the following manner:

a. Low bidder on last quote;

b. Next vendor on list;

c. Next DBE vendor on list (see Article 7);

d. Repeat procedure until all vendors have been asked to quote;

e. Begin new rotation of vendors by using the last low bidder on quote.

(c) *Public notice.* Notice in the form of advertisements is not required. However, no less than three (3) vendors/contractors shall be directly solicited, if available, to submit quotations.

(d) *Receipt of quotations.* Quotations shall be scheduled for receipt at a date, time and place certain. The amount of each quote and such other relevant information as the Procurement Director deems appropriate, together with the name of each offeror shall be recorded. The record of each quote shall be open to public inspection in accordance with section 1-10-5 (Public Access to Procurement Information).

(e) *Evaluation.* Quotations shall be evaluated based on the requirements set forth in the request for quotations, which may include bidder responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the quoted price and be considered in evaluation forward shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle

costs. No criteria may be used in the evaluation process that are not set forth in the request for quotations or other notice.

(f) *Correction or withdrawal of quotes.* Correction or withdrawal of inadvertently erroneous quotes before or after the evaluation of the quotes may be permitted under the circumstances described in section 1-10-43(g)(Correction or Withdrawal of Bids).

(g) *Tie bids.* Shall be handled in the manner described in section 1-10-43(h) (Tie Bids).

(h) *Award.* Award shall be made to the most responsible and responsive bidder offering the lowest acceptable quotation. The names of the person submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record. Written quotations are advisable but not expressly required.

(i) *Agency purchases under one hundred dollars ($100.00)/authority of using agency.* Procurement of an item or article which does not exceed one hundred dollars ($100.00), including any sales tax, shall be exempt from the bid process except that, where applicable, contract vendors shall be used unless substitution is approved in writing and in advance by the Procurement Director. Further, the procurement requirements shall not be artificially divided so as to constitute a small purchase. A reasonable effort shall be made to negotiate price agreements that will cover much of the small purchase volume.

For purchases of one hundred dollars ($100.00) or less in value the using agency head may issue a Purchase Order to acquire commodity and service products. The using agency shall obtain adequate and reasonable competition for the supply, service, or construction being purchased. Further, the using agency head shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the small purchase made.

Small purchases under one hundred dollars ($100.00) may be made by the elected official or using agency head of all using agencies as follows:

(1) Where the purchase does not exceed one hundred dollars ($100.00) and a Using Agency Purchase Order is prepared and presented to the vendor.

(2) A copy of the purchase order shall be forwarded to Finance and Procurement notifying the Director of Finance and Procurement of the purchase and requesting payment to be made from funds previously allocated to such using agency.

(j) *Limitations on small purchases made by using agencies.* When small purchases are made by the using agency head pursuant to Subsection (i), the following requirements shall be met:

(1) Such purchases are limited to goods and minor services where no contract exists or goods are not stocked by the County. No equipment and furniture purchases are authorized under subsection (i);

(2) The Using Agency Purchase Orders and original invoices shall be prepared and signed by an authorized party at the using agency level and forwarded to Finance for further processing;

(3) Purchases shall not be divided artificially to constitute a small purchase; and

(4) Using agencies are responsible for checking the availability of funds prior to making any small purchase.

(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-48. Banking services.

(a) *Vendor and payroll accounts.* Requests for Proposals shall be solicited as provided in section 1-10-44 of this chapter for each of these accounts. The Request shall specify that the award shall be for a period of twenty-four (24) months, as the Commission has determined that such period of contracting will best serve the interest of Augusta-Richmond County by encouraging effective competition and promoting economies in Augusta-Richmond County's administration of these services.

(b) *Accounts other than vendor and payroll accounts.*

(1) Requests for Proposals shall be solicited as provided in section 1-10-44 of this chapter for each such account. The Request shall specify that the award shall be for a period of twenty-four (24) months, as

the Commission has determined that such period of contracting will best serve the interest of Augusta-Richmond County by encouraging effective competition and promoting economies in Augusta-Richmond County's administration of these services.

(2) As provided in section 1-10-6, local banks shall be contacted first. For purposes of this section, local banks shall be defined as those banking institutions with a full service banking location in Augusta-Richmond County. Further, as provided in Article 7, a banking institution having not more than $500,000,000.00 in total assets in the State of Georgia shall be considered a DBE.

Sec. 1-10-49. Sole source procurement.

(a) Notwithstanding other provisions in this Article, whenever it shall be made to appear that by reason of design, capacity, compatibility with other equipment or with machinery, purpose, function or other characteristics an item of procurement required by Augusta-Richmond County or one of its departments is obtainable only from one source, the item may be procured by the Procurement Department through negotiation from the source from which it is available without the necessity of bids.

(b) Before any item may be obtained under the provisions of this section, however, the requisitioning agency must accompany its requisition for the order with a statement specifying in reasonable detail the reasons why the item should be procured by negotiation. This specification of reasons shall be in writing and shall be attached to the requisition at the time it is transmitted to the procurement officer.

(c) If the Augusta-Richmond County Administrator, upon considering the requisition and the substantiation therefor, determines that the item should be purchased by sole source procurement and the cost thereof does not exceed ten thousand dollars ($10,000.00), the Administrator may approve such procurement. If the item exceeds ten thousand dollars ($10,000.00) in cost, and the Administrator determines that sole source procurement is appropriate, the requisition shall be referred to the Commission for action.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-50. Emergency procurement selection method.

Notwithstanding any other provisions of this chapter, the Procurement Director, Augusta-Richmond County Administrator or constitutional officer may make or authorize others to make emergency procurement of equipment, supplies, services, general construction, or public works type construction services when there exists a threat to public health, welfare, or safety, or where daily operations are affected; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file. A written report explaining the determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and a copy of same provided the Augusta-Richmond County Commission at their next regular meeting in the case of public works contracts as defined by Georgia State Law or other Augusta-Richmond County purchases when the value of the purchase exceeds ten thousand dollars ($10,000.00).

In the event an emergency should arise after office hours or on holidays or weekends which requires immediate action on the part of the using agency involved and where it is not possible or convenient to reach the Procurement Director, constitutional officer, or Administrator, the using agency head is authorized to make purchases. Such purchases shall be well documented, packaged for payment, and forwarded to the Procurement Director within twenty-four (24) hours, if possible, after occurrence.

Emergency purchases by the Augusta-Richmond County Commission shall be made as provided in 1975 Ga. Laws p. 4334, as amended.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-51. Specific requirements/options for source selection method.

(a) *Encumbrance of funds.* The Procurement Director shall not execute any contracts or purchase orders, except in the case of certain emergency purchases, until the Finance Department staff certifies, after pre-audit, that there is to the credit of the using agency concerned a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of the order.

(b) *Cancellation of bids or request for proposals.* A bid(s) may be canceled at any time prior to opening the bid upon determining that mistakes occurred in the preparation of the bid to warrant such action, Augusta-Richmond County's requirements changed to the extent that the goods or services are no longer needed, or due to insufficient funds. The Procurement Director shall document for the files the specific reason(s) for cancellation and promptly notify the vendor(s) in writing of Augusta-Richmond County's decision.

(c) *Multi-step proposals/sealed bids.* When it is considered impractical to initially prepare a product purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined by the Procurement Director and using agency head to be technically acceptable under the criteria set forth in the first solicitation.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-52. Rejecting bids; negotiating; readvertisement.

(a) *Conditions for use.* An invitation for bids/quotes, a request for proposals, or other solicitation may be canceled, or any or all bids may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interest of Augusta-Richmond County. The reasons thereof shall be made part of the contract file. Each solicitation issued by Augusta-Richmond County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of Augusta-Richmond County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

(b) *Authority to reject/cancel.* If the value of the bid is $10,000 or greater, the Augusta-Richmond County Commission shall have the authority to reject/cancel any and all bids. If the bid/quote is less than $10,000, the administrator shall have the authority to reject/cancel any and all bids, quotes and proposals.

(c) *Negotiating.* If the low responsive and responsible bid for the project exceeds available funds as certified by the Finance Department staff, and such bid does not exceed such funds by more than twenty percent (20%), the Augusta-Richmond County Administrator and the Procurement Director are authorized, when time permits, or economic considerations preclude further re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids.

(d) *Readvertisement.* In the event that the negotiating process set forth in subparagraph (c), above, is unsuccessful, the Procurement Director may, in the alternative, readvertise for the purpose of receiving a new set of bids. Therefore, if the lowest and best bid exceeds the budgeted amount and the Augusta-Richmond County Commission does not appropriate additional funds, the Procurement Director may readvertise for bids after making sufficient changes in the specifications to bring the project within budget.
(Ord. No. 6706, § 1, 7-1-04; Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-53. Multi-term contract.

(a) *Maximum period.* A contract for services or supplies may be entered into for a period up to five (5) years, provided that the term of the contract and the conditions for renewal or extension, if any, are included in the solicitation and

funds are available for the balance of the then current fiscal year. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. All multi-year contracts shall contain a clause which terminates the contract at the beginning of a fiscal year when funds are not appropriated by the Commission for continuation of the contract for that fiscal year.

(b) *Determination prior to use.* Prior to the utilization of a multi-term contract, it shall be determined in writing:

(1) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(2) that such a contract will serve the best interest of Augusta-Richmond County by encouraging effective competition or otherwise promoting economies in procurement.

(c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* All multi-term contracts shall include provisions providing that when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled with appropriate notice.

(d) *Renewal of contract.* At least ninety (90) days prior to the expiration of any term of a multi-term contract, the using agency shall submit to the Augusta-Richmond County Administrator, a report of the performance of the contract and the agency's recommendation as to the renewal of the contract. The Administrator, after consultation with the using agency and review of the report, and upon appropriate approval, shall renew the contract if renewal is in the best interest of Augusta-Richmond County. All other requirements of this Section must be met in order to consummate a renewal.

(e) *Expiration and extension.* Contracts being considered for renewal or re-bid may be extended by the Administrator for a period of time not exceeding ninety (90) days. Any extensions are subject to the availability of funds and mutual agreement of the vendor/contractor and Augusta-Richmond County.

Sec. 1-10-54. Right to inspect facilities.

Official representatives of Augusta-Richmond County shall have the right to inspect facilities of a vendor at any reasonable time which is related to the performance of any contract award, bid on or to be awarded by Augusta-Richmond County.

Sec. 1-10-55. Right to audit records.

Official representatives of Augusta-Richmond County may, at reasonable times and upon reasonable written notice to vendor, inspect the official records of the person or firm pertaining to a contract, change order, or purchase order with Augusta-Richmond County when such inspection is required by law, or is authorized by the Administrator in writing as being in the public interest.

Sec. 1-10-56. Use of state contracts.

The Procurement Director may, independent of the requirements of bid process of this article, procure supplies, services or construction items through the contract established by the procurement division of the State of Georgia.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-57. Rebidding or cancellation of existing contract.

In the event a vendor is unwilling or unable to perform a contract or the vendor gives written notice of cancellation of an existing contract, the Procurement Director may immediately pursue a replacement of said contract either by formal or informal bid procedure as is appropriate, with the approval of the Augusta-Richmond County Administrator. The Procurement Director may accept a next lowest bidder. The options selected shall be the most advantageous to Augusta-Richmond County.
(Ord. No. 6939, § 16, 1-2-07)

ARTICLE 7 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM (RESERVED)

Note—Under Review-Reference Court Order 3/14/07 enjoining race-based portion of DBE Program—*Thompson Wrecking Company v Augusta Civil Rights Action.*

Item 8

2.6 **Sealed proposals.**

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta, Georgia Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta, Georgia. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta, Georgia. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors. **Note: IN THE EVENT OF A MANDATORY PRE-BID CONFERENCE ALL INTERESTED VENDORS MUST ATTEND.**

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for

Request for Proposal

Request for Proposals will be received at this office until Tuesday, May 28, 2013 @ 3:00 p.m. for furnishing:

RFP Item #13-145 Ambulance Services for Augusta Georgia Fire Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCbid.** RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901.

A Mandatory Pre Proposal Conference will be held on Friday, April 26, 2013 @ 10:00 a.m. in the Procurement Department, 530 Greene Street, Room 605. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov **to the office of the Procurement Department by Friday, May 3, 2013 @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of **180** days after time has been called on the date of opening.

Bidder shall post a **performance bond**. Precedent to the execution of this Contract by Augusta, Contractor shall furnish a performance bond, in a form acceptable to Augusta, in the amount of One Million Dollars ($1,000,000) or 100% of contract price, whichever is greater, which shall remain in effect for the full term of the Contract. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and/or goods are delivered according to specifications.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

Bidders are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle March 21, 28, April 4, 11, 18, 25, 2013
Metro Courier March 27, 2013

cc: Tameka Allen Deputy Administrator
Chris James Fire Department
Dominick Nutter 9-1-1 Center
Jody Smitherman Law Department

Revised: 8/15/2011

Item 10

Chapter 10

PROCUREMENT

Note—Under Review-Reference Court Order 3/14/07 enjoining race-based portion of DBE Program—*Thompson Wrecking Company v Augusta Civil Rights Action.*

ARTICLE 1 GENERAL PROVISIONS AND DEFINITIONS

Sec. 1-10-1. Purpose.

The purpose of this Augusta-Richmond County Procurement Procedures is to provide detailed administrative procedures for implementation of procurement policies for Augusta-Richmond County. This chapter shall contain all of the administrative rules, regulations, and procedures needed to purchase goods and services and provide other procurement services for Augusta-Richmond County government.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-2. Applications of this chapter.

The requirements of this chapter apply to contracts for the procurement of commodities, services, construction, professions, and consultant service products solicited or entered into by Augusta-Richmond County. It shall apply to every expenditure of public funds irrespective of the source of the funds. It shall also apply to the disposal of Augusta-Richmond County supplies and personal assets. When the procurement involves the expenditure of State or Federal assistance or contract funds, the procurement shall be conducted in accordance with applicable State and Federal laws and regulations. Nothing in this chapter shall preclude Augusta-Richmond County from complying with the terms and conditions of any grant, gift, or bequest that are otherwise consistent with State law.

Sec. 1-10-3. Supplementary laws.

The Uniform Commercial Code of Georgia (O.C.G.A. 11-1 thru 11-11 as amended) plus other applicable Federal, State, and local laws shall apply, as appropriate, to the procurement process. Questions of specific legal applicability may be directed through the Augusta-Richmond County Administrator to the Augusta-Richmond County Attorney.

Sec. 1-10-4. Good faith provision.

All parties involved in the negotiation, performance, or administration of Augusta-Richmond County contracts shall act in good faith. Good faith means honesty in fact in the conduct or transaction concerned.

State law reference—O.C.G.A. § 11-2-201.

Sec. 1-10-5. Public access to procurement information.

Procurement information shall be a public record to the extent required by the laws of the State of Georgia; except, a request for proposals (RFP) shall not become public record until the final contract is negotiated and awarded. Any financial or commercial data contained in the request for proposals are privileged and confidential and shall not be disclosed.

Sec. 1-10-6. Preference for local suppliers, professional services and contractors.

(a) Augusta-Richmond County encourages the use of local suppliers of goods, services and construction products whenever possible. Augusta-Richmond County also vigorously supports the advantages of an open competitive market place. Nothing in this Section shall be interpreted to mean that the Augusta-Richmond County Administrator or Procurement Director are restricted in any way from seeking formal bids or proposals from outside the Augusta market area.

(b) When the quotation or informal bids selection method is used by the Procurement Director or using agency head to seek firms to quote on Augusta-Richmond County commodity, service and construction products, local firms should be contacted, if possible, first. Then if the Procurement Director or using agency head believes that there may not be at least three (3) qualified informal bidders, quotes shall be sought from outside the Augusta market area.

(c) In the event of a tie bid (see section 1-10-43 (h)), when all other factors are equal, the Augusta-Richmond County Administrator is encouraged to select the bid from within the local market area. The Administrator shall retain the flexibility to make the award of contract to a bidder outside of the local market area if evidence supports collusive bidding in favor of a local source.

(d) The local vendor preference policy shall be applied when the lowest bidder is within 5% or $10,000.00, whichever is less of the lowest non-local bidders. The lowest local bidder will be allowed to match the bid of the lowest non-local bidder, if matched the lowest local bidder will be awarded the contract.

For the purposes of this section, "local bidder" shall mean a business which:

(1) Has had a fixed office or distribution point in and having a street address within Augusta for at least six months immediately prior to the issuance of the request for competitive bids or request for proposals by Augusta and

(2) Holds any business license required by the Augusta-Richmond County Code and

(3) Employees at least one full time employee, or two part time employees whose primary residence is in Augusta, or if the business has no employees, the business shall be at least 50% owned by one or more persons whose primary residence is in Augusta.

(e) The Procurement Director shall develop a program to routinely search out local firms that offer products or services which Augusta-Richmond County may purchase and encourage such firms to place themselves on the bidder's list.

(f) The Procurement Director shall work closely with Augusta-Richmond County's Disadvantaged Business Enterprise Program (see Article 7*) in an effort to place such qualified firms on the approved list and their products on the qualified products list.

Note—*Article 7, the City's Disadvantaged Business Program is under revision, reference Judge B. Avant Edenfield's Court Order, Enjoining Race-Based Portion of the DBE Program.

(g) Nothing in this section shall be interpreted to mean that the Augusta-Richmond County Administrator may abrogate the provisions of O.C.G.A. §§ 36-10-1 through 36-10-5, Public Works Contracts. This provision of the State Code requires that all County public works contracts of twenty thousand dollars ($20,000.00) or more, as defined therein, be publicly advertised before letting out the contract to the lowest bidder. Further, nothing in this section shall be interpreted to mean the County Administrator may abrogate the provisions of the Augusta-Richmond County Code requiring public advertising before letting certain contracts.
(Ord. No. 6890, § 1, 6-15-06; Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-7. Value analysis.

(a) *Purpose.* A significant portion of the Augusta-Richmond County Annual Budget is committed each year to various purchase contracts such as raw materials, equipment, equipment parts or components, general supplies, and professional and non-professional services. Therefore, it is essential that maximum value be obtained for every public tax dollar spent. A proven technique for obtaining this goal is value analysis.

(b) *Definition of value analysis.* Value analysis is the organized and systematic study of every element of cost in a part, material, or service to make certain it fulfills its function at the lowest possible cost. It employs techniques which identify the functions the user wants from a product or service; it establishes by comparison the appropriate cost for each function; then, it causes the required knowledge, creativity; and initiative to be used to provide each function for that cost.

(c) *Application of value analysis to the procurement process.* Simply stated, value analysis is a study of function and the value of any service, material, or product is established by the minimum cost of other available alternatives, materials, products, or services that will perform the same function. To achieve high value, emphasis must be placed on obtaining high use value at the lowest possible cost.

Value analysis is a helpful tool in evaluating bids, but the concept is even more effective if

applied at the beginning of the process when the need or requirement is being defined. Consequently, the solicitation process can more effectively and accurately reflect and describe Augusta-Richmond County's requirements and acceptable levels of quality and functionality. As the input of other departments such as Finance is critical to performing a good value analysis, it is advisable for Procurement and the User to seek the cooperation of these disciplines prior to proceeding with major purchases.

Sec. 1-10-8. Compliance with state and federal requirement.

When the procurement transaction involves the expenditure of State or Federal Assistance, the transaction shall be conducted in accordance with any applicable mandatory State or Federal laws and authorized regulations which are not reflected in this chapter.

Notwithstanding where State and Federal assistance or contract funds are used in procurement transaction, any applicable local requirements that are more restrictive than State or Federal requirements shall be followed.

Sec. 1-10-9. Definitions—Generally.

The terms, phrases, words, and their derivations set forth below shall have the meaning given herein. Words not defined herein or within the Official Code of Georgia Annotated shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application. Words used in the singular shall include the plural, and the pleural the singular; words used in the present tense shall include the future tense. The words shall, will, and must are mandatory and not discretionary. The word may is permissive.

(a) *Agreement.* The bargain of the parties in fact as found in their language or by implication from other circumstances including course of dealing or usage of trade or course of performance as provided in O.C.G.A. § 11-1-205 and § 11-2-208. Whether an agreement has legal consequences is determined by the provision of this title, if applicable; otherwise, by the law of contracts (O.C.G.A. § 11-1-103). (O.C.G.A. § 11-2-201)

(b) *Bid.* An offer by an intending purchaser to pay a designated price for property which is about to be sold at auction, and an offer to perform a contract for work and labor or supplying materials or goods at a specified price. (Black's Law Dictionary, 5th Edition)

(c) *Bid Bond.* A type of bond required in public construction projects which is filed at the time of the bid and which protects Augusta-Richmond County in the event that the bidder refuses to enter into a contract after the award to him or withdraws his bid before the award. A type of indemnity bond. (Black's Law Dictionary, 5th Edition)

(d) *Bidders List.* Augusta-Richmond County's official list of qualified persons or vendors to be invited to respond to any type of invitation for bids or requests for proposals which shall be maintained by the Procurement Director.

(e) *Bill of Lading.* A document evidencing the receipt of goods for shipment issued by a person engaged in the business of transporting or forwarding goods, and includes an airbill. Airbill means a document serving for air transportation as a bill of lading does for marine or rail transportation, and includes an air consignment note or air waybill. (O.C.G.A. § 11-1-201)

(f) *Blind Trust.* An independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other disposition of, the property subject to the trust.

(g) *Business.* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, firm, or any other private legal entity.

(h) *Buyer in ordinary course of business.* A person who, in good faith and without knowledge that the sale to him is in

violation of the ownership rights or security interest of a third party in the goods, buys in ordinary course from a person in the business of selling goods of that kind but does not include a pawnbroker. Buying may be for cash or by exchange of other property or on secured or unsecured credit and includes receiving goods or documents of title under a preexisting contract for sale but does not include a transfer in bulk or as security for or in total a partial satisfaction of money debt. (O.C.G.A. § 11-1-201)

(i) *Change Order.* The formal document effecting a bilateral contract modification that alters the specification, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual agreement of the parties to the contract.

(j) *Commodities.* Those things that are useful or serviceable, particularly articles of merchandise moveable in trade. Goods, wares, supplies, and merchandise of any kind; movables; articles of trade or commerce are all included within this definition. (Black's Law Dictionary, 5th Edition)

(k) *Construction.* The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

(l) *Contract.* The total legal obligation which results from the parties' agreement as affected by this title and any other applicable rules of law. (O.C.G.A. § 11-1-201)

(m) *Contract Administration.* All activity necessary after award of a contract to administer a contract and to ensure full compliance with its terms, conditions, and scope of services.

(n) *Contract Directive.* A written order signed and issued by the Augusta-Richmond County Administrator, directing the contractor to make changes which the Changes clause of the contract authorized Augusta-Richmond County to order without the consent of the contractor.

(o) *Contract Documents.* All items which define the scope of the project including plans and specifications, including but not limited to, advertisement for bids, instructions to bidders, bid proposal, proposed contracts, proposed bond form, general conditions, special conditions, and technical specifications.

(p) *Contract Modification.* Any change order, contract price adjustment or contract revision or similar document which modifies an existing contract.

(q) *Contractor and/or Sub-Contractor.* Any person having a contract with Augusta-Richmond County, a using agency of Augusta-Richmond County, or a contractor thereof.

(r) *Cooperative Procurement.* Acquiring commodities, services, and construction by, or on behalf of, more than one public procurement unit.

(s) *Cost Analysis.* The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

(t) *Cost Data.* The factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

(u) *Cost-reimbursement Contract.* A contract under which a contractor is reimbursed for costs which are allowable and in accordance with the contract terms and the provisions of this chapter, and a fee or profit, if any.

(v) *County.* Richmond County, Georgia.

(w) *County Commission.* The Board of Commissioners of Richmond County which is the governing body of Richmond County.

(x) *County Commission Mayor.* The chief executive officer of Richmond County who is authorized to sign all contracts for the Board of Commissioners.

(y) *County Administrator.* The chief appointed administrative office of Richmond County.

(z) *Creditor.* Includes a general creditor, a secured creditor, a lien creditor and any representative of creditors, including an assignee for the benefit of creditors, a trustee in bankruptcy, a receiver in equity, and an executor or administrator of an insolvent debtor's or assignor's estate. (O.C.G.A. § 11-1-201)

(aa) *Days.* Richmond County working days.

(bb) *Debarment.* To bar, exclude, or preclude from having or doing something. Exclusion from government contracting and subcontracting. (Black's Law Dictionary, 5th Edition)

(cc) *Delivery with respect to instruments, documents of title, chattel paper, or securities.* Voluntary transfer of possession.

(dd) *Designee.* A duly authorized representative of a person holding a superior position.

(ee) *Direct or Indirect Participation.* Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(ff) *Document of Title.* Includes bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold, and dispose of the document and the goods it covers. To be a document title, a document must purport to be issued by or addressed to a bailee and purport to cover goods in the bailee's possession which are either identified or are fungible portions of an identified mass. (O.C.G.A. § 11-1-201)

(gg) *Emergency.* Any reasonably unforeseen circumstances, i.e. breakdown in major equipment, threatened termination or curtailment of an essential service, or development of a dangerous condition that creates an immediate threat to public health, welfare or safety.

(hh) *Employee.* An individual drawing a salary or wages from Richmond County, whether elected or not; any non-compensated individual performing personal services for Richmond County or any department, agency, commission, council, board, or any other entity established by the executive, legislative or judicial branch of the County; and any non-compensated individual serving as an elected official of Richmond County.

(ii) *Fault.* Wrongful act, omission or breach. (O.C.G.A. § 11-1-201)

(jj) *Financial Interest.* All direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is ten (10) percent or more. (O.C.G.A. § 36-67A-1)

(kk) *Firm.* Any individual, partnership, corporation, association, joint venture, or other legal entity permitted by law to practice or offer professional or consultant services.

(ll) *Fungible with respect to goods or securities.* Goods or securities of which any unit is, by nature or usage of trade, the equivalent of any other like unit. Goods which are not fungible shall be deemed fungible for the purpose of this title to the extent that under a particular agreement or document unlike units are treated as equivalents. (O.C.G.A. § 11-1-201)

(mm) *Good Faith.* Honesty in fact in the conduct or transaction concerned. (O.C.G.A. § 11-1-201)

(nn) *Gratuity.* A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

(oo) *Genuine.* Free of forgery or counterfeiting. (O.C.G.A. § 11-1-210)

(pp) *Holder.* A person who is in possession of a document of title or an instrument or an investment security drawn, issued, or endorsed to him or to his order or to bearer or in blank. (O.C.G.A. § 11-1-201)

(qq) *Honor.* To pay or to accept and pay, or where a credit so engages, to purchase or discount a draft complying with the terms of credit. (O.C.G.A. § 11-1-201)

(rr) *Immediate Relative or Immediate Family.* Father, mother, son, daughter, brothers, sisters, grandparents or grandchildren, wife or husband, or the wife or husband of any of the preceding persons.

(ss) *Invitation for Bids.* A type of advertisement used by one who desires bids to be submitted for a particular project and includes all documents, whether attached or incorporated by reference, utilized for soliciting an intelligent bid.

(tt) *Let (contracts).* Award to one of several persons, who have submitted proposals (bids) therefor, the contract for erecting public works or doing some part of the work connected therewith, or rendering some other service to the government for a stipulated compensation. Letting the contract is the choosing of one from among the number of bidders, and the formal making of the contract with him. The letting, or putting out, is a different thing from the invitation to make proposals; the letting is subsequent to the invitation. It is the act of awarding the contract to the proposer, after the proposals have been received and considered. (Black's Law Dictionary, 5th Edition)

(uu) *Lowest and Best Bidder.* The most responsive bidder or offerer as herein defined who has offered the requested goods, services, or construction for the lowest cost.

(vv) *Nominal Value.* Any gift or gratuity of less than twenty-five dollars.

(ww) *Notice.* Knowledge, or a notice or notification received by an organization is effective for a particular transaction from the time when it is brought to the attention of the individual conducting that transaction, and in any event from the time when it would have been brought to his attention if the organization had exercised diligence. (O.C.G.A. § 11-1-201)

(xx) A person has *notice* of fact when:

(1) He has actual knowledge of it; or

(2) He has received a notice or notification or it; or

(3) From all the facts and circumstances known to him at the time in question he has reason to know that it exists.

A person *knows* or has knowledge of a fact when he has actual knowledge of it. Discover or learn or a word or phrase of similar import refers to knowledge rather than to reason to know. The time and circumstances under which a notice or notification may cease to be effective are not determined by this title. (O.C.G.A. § 11-1-201)

(yy) A person *notifies* or *gives* a notice or notification to another by taking such steps as may be reasonably required to inform the other in ordinary course whether or not such other actually comes to know of it. A person receives a notice or notification when:

(1) It comes to his attention; or

(2) It is duly delivered at the place of business through which the contract was made or at any other place held out by him as the place for receipt of such communications. (O.C.G.A. § 11-1-201)

(zz) *Offer.* A proposal or bid submitted in response to a request for proposal or invitation for bids.

A proposal to do a thing or pay an amount, usually accompanied by an expected acceptance, counter-offer, return promise, or act. A manifestation or willingness to enter into a bargain, so made as to justify another person in understanding that his assent to that bargain is invited and will conclude it. (Black's Law Dictionary, 5th Edition)

(aaa) *Organization.* Includes a corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity. (O.C.G.A. § 11-1-201)

(bbb) *Party as distinct from third party.* A person who has engaged in a transaction or made an agreement within this title. (O.C.G.A. § 11-1-201)

(ccc) *Person.* Any business, individual, union, committee, club, other organization, or group of individuals.

(ddd) *Pre-qualification.* The process to determine whether a prospective bidder or proposer satisfies the criteria established for inclusion on the pre-qualified bidders or proposers list.

(eee) *Presumption* or *Presumed.* The trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence. (O.C.G.A. § 11-1-201)

(fff) *Price Analysis.* The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

(ggg) *Pricing Data.* The factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered selling prices, historical selling prices, and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.

(hhh) *Procurement.* The buying, procurement, renting, leasing, or otherwise acquiring of any goods, supplies, services, or construction products. It also includes all functions that pertain to the obtaining of any supply, service, professional service or construction product, including description of requirements, selection, and solicitation of sources, preparation, and award of contract.

(iii) *Product.* Something produced by physical labor or intellectual effort or something produced naturally or as a result of natural process as by generation or growth. (Black's Law Dictionary, 5th Edition). As used in this chapter, the term product is a very broad term that could include all types of commodities, supplies, equipment, materials, goods, services and construction.

(jjj) *Product Reference.* A specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.

(kkk) *Professional Services.* Those licensed and professional services as defined by the laws of the State of Georgia.

(lll) *Proposal.* An offer; something proffered. An offer, by one person to another, of the terms and conditions with reference to some work or undertaking, or for the transfer of property, the acceptance whereof will make a contract between them. (Black's Law Dictionary, 5th Edition)

Proposals for professional services received by the County will be evaluated for their comparative level of compliance with the specifications issued for the project. The evaluation of proposals may or may not include proposed price as one of the evaluation criteria.

(mmm) *Public Procurement Unit.* Any unit or subunit of any federal, state, or local government, or any non-profit entity which expends public funds for the procurement of commodities, services, or construction products.

(nnn) *Public Sale.* A sale:

(1) Held at a place reasonably available to persons who might desire to attend and submit bids; and

(2) At which those attending shall be given the opportunity to bid on a competitive basis; and

(3) At which the sale, if made, shall be made to the highest and best bidder; and

(4) Except as otherwise provided in this title for advertising or dispensing with the advertising of public sales, of which notice is given by advertisement once a week for two weeks in the newspaper in which the sheriff's advertisements are published, in the county where the sale is to be held, and which notice shall state the day and hour, between 10:00 a.m. and 4:00 p.m., and the place of sale, and shall briefly identify the goods to be sold.

The provisions of this paragraph shall not be in derogation of any additional requirements relating to notice of any conduct of any such public sale as may be contained in other provisions of this title but shall be supplementary thereto. (O.C.G.A. § 11-1-201)

(ooo) *Public Works Contract.* Any contract for a county government public works project valued at twenty thousand dollars ($20,000.00) or more as more fully defined in O.C.G.A. § 36-10 and Article X of this chapter.

(ppp) *Purchase.* Includes taking by sale, discount, negotiation, mortgage, pledge, lien, issue or reissue, gift, or any other voluntary transaction creating an interest in property. (O.C.G.A. § 11-1-201)

(qqq) *Purchaser.* A person who takes by purchase. (O.C.G.A. § 11-1-201)

(rrr) *Purchase Order.* A document authorizing a seller to deliver goods with payment to be made later. A written authorization calling on a vendor or supplier to furnish goods to the person ordering such. It constitutes an offer which is accepted when the vendor supplies the quantity and quality ordered. (Black's Law Dictionary, 5th Edition)

(sss) *Procurement Director.* The supervisor of the Procurement Department and as further defined in the Richmond County Code and elsewhere in this chapter.

(ttt) *Qualified Products List.* An approved list of commodities described by model or catalog numbers, which, prior to competitive solicitation, the County has determined will meet the applicable product specifications requirements.

(uuu) *Quotations or informal bids selection method.* The method for submitting a bid to perform work or offer a commodity to the County on a proposed contract without the formality of a written proposal or sealed bid. See § 505 for additional detail defining the quotations or informal selection method.

(vvv) *Representative.* Includes an agent, an officer of a corporation or association, and a trustee, executor or administrator of an estate, or any other person empowered to act for another. (O.C.G.A. § 1-11-201)

(www) *Requisition. The document whereby the using agencies request that a purchase be* made on their behalf. Requisition includes, but is not limited to, a description of the requested commodity, service or construction product, delivery schedule, transportation data, criteria for evaluation, suggested sources of supply, and information supplied for the working of any written determination required by this chapter.

(xxx) *Request for Proposals (RFP).* All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

(yyy) *Request for Qualifications (RFQ).* A method used to predetermine the capacity of prospective bidders or proposers for a specific project.

(zzz) *Request for Quotations (RFQ).* An informal solicitation for prices.

(aaaa) *Responsible Bidder* or *Proposer.* A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. In considering whether a bidder is responsible, the Procurement Director, County Administrator, using agency head, or County Commission may consider the bidder's quality of work, general reputation in the community, financial responsibility, and previous employment or use by the County.

(bbbb) *Responsive Bidder* or *Proposer.* A person who has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation for bids or request for proposal.

(cccc) *Sealed Bid.* A method for submitting a bid to perform work on a proposed contract. In general, each party interested submits a bid in a sealed envelope, and all such bids are opened at the same time and the most favorable responsible bid is accepted. (Black's Law Dictionary, 5th Edition) See § 502 for additional detail explaining the sealed bid selection method.

(dddd) *Sealed Proposal.* A method for submitting a proposal for services or a combination of services and commodities on a proposed contract. In general, each party interested submits a proposal in two sealed envelopes. One envelope shall contain the price proposal and the second sealed envelope shall contain the technical (non-price data) proposal. The technical proposal shall be opened and reviewed and ranked by the Procurement Director before the price proposal is opened and reviewed. The sealed proposal method is not intended to be done as a public bid opening because of the technical complexities of the proposal which must be reviewed in detail before the proposals can be compared, rated, and ranked.

(eeee) *Security Interest.* An interest in personal property or fixtures which secures payment or performance of an obligation. The retention or reservation of title by a seller of goods notwithstanding shipment or delivery to the buyer (O.C.G.A. § 11-2-401) is limited in effect to a reservation of a security interest. The term also includes any interest of a buyer of accounts, or chattel paper which is subject to Article IX of this title. The special property interest of a buyer of goods on identification of such goods to a contract for sale under O.C.G.A. § 11-2-401 is not a security interest, but buyer may also acquire a security interest by complying with Article IX of this title. Unless a lease or consignment is intended as security, reservation of title thereunder is not a security interest but a consignment is in any event subject to the provisions on consignment sale (O.C.G.A. § 11-2-326). Whether a lease is intended as security is to be determined by the facts of each case; however, (a) the inclusion of an option to purchase does not of itself make the lease one intended for security, and (b) an agreement that upon compliance with the terms of the lease, the lessee shall become or has the option to become the owner of the property for no additional consideration or for a nominal consideration does make the lease one intended for security. (O.C.G.A. § 11-1-201)

(ffff) *Send in connection with any writing or notice.* To deposit in the mail or deliver for transmission by any other usual means of communication with postage or cost of transmission provided for and properly addressed and in the case of an instru-

ment to an address specified thereon or otherwise agreed, or if there be none, to any address reasonable under the circumstances. The receipt of any writing or notice within the time at which it would have arrived if properly sent has the effect of a proper sending. (O.C.G.A. § 11-1-201)

(gggg) *Services.* The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

(hhhh) *Signed.* Includes any symbol executed or adopted by a party with present intention to authenticate a writing. (O.C.G.A. § 11-1-201)

(iiii) *Small Business.* A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

(jjjj) *Sole Source.* That there is only one source for the procurement of any goods, supplies, services or construction. Only one source means that there is only one manufacturer or product source and/or only one vendor source for the required commodities, services or construction products.

(kkkk) *Specification.* Any description of the physical or functional characteristics or of the nature of commodities, services, or construction products. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction product for delivery.

(llll) *Substantial Interest.* The direct or indirect ownership of more than twenty-five (25) percent of the assets or stock of any business. (O.C.G.A. § 45-10-20)

(mmmm) *Supplies.* Those accumulated stores reserved for distribution (Black's Law Dictionary, 5th Edition), and for the purposes of this chapter shall include any goods, equipment, material or other personal property owned by Richmond County and available for use by the personnel of the organization.

(nnnn) *Surplus Supplies.* Any County supplies no longer needed having any use to Richmond County as determined of official action of the Board of Commissioners.

(oooo) *Suspension.* A temporary stop, a temporary delay, interruption, or cessation. A temporary cutting off or debarring one, as from the privileges of one's profession. Temporary withdrawal or cessation as distinguished from permanent severance accomplished by debarment. (Black's Law Dictionary, 5th Edition)

(pppp) *Term.* That portion of an agreement which relates to a particular matter. (O.C.G.A. § 11-1-201)

(qqqq) *Transact Business or transact any business.* To sell or lease any personal property, real property, or services on behalf of oneself or on behalf of any third party as an agent, broker, dealer, or representative and means to purchase surplus real or personal property on behalf of oneself or on behalf of any third party as an agent, broker, dealer, or representative. (O.C.G.A. § 45-10-20)

(rrrr) *Unauthorized signature or endorsement.* One made without actual, implied, or apparent authority and includes a forgery.

(ssss) *Using Agency.* Any department, commission, board, office, authority, or division of Richmond County requiring commodities, services or construction products or professional or other consultant services.

(tttt) *Using Agency Head.* The director or head of a using agency who is responsible for the administration or such using agency.

(uuuu) *Value.* Except as otherwise provided with respect to negotiable instruments and bank collections (O.C.G.A. §§ 11-3-303, 11-4-208, and 11-4-209) a person gives value for rights if he acquires them:

(1) In return for a binding commitment to extend credit or for the extension

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of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection; or

(2) As security for or in total or partial satisfaction of a preexisting claim; or

(3) By accepting delivery pursuant to a preexisting contract for purchase; or

(4) Generally, in return for any consideration sufficient to support a simple contract. (O.C.G.A. § 11-1-201)

(vvvv) *Value Analysis.* An organized and systemic study of every element of cost in a part, material, or service to make certain it fulfills its function at the lowest possible cost.

(wwww) *Warehouse Receipt.* A receipt issued by a person engaged in the business of storing goods for hire. (O.C.G.A. § 11-1-201)

(xxxx) *Warranty Period.* A one-year period following final acceptance of the project during which the contractor is responsible for repair of any work not caused by vandalism or natural disaster.

(Ord. No. 6939, § 16, 1-2-07)

ARTICLE 2 RESERVED*

ARTICLE 3 OFFICE OF THE PROCUREMENT DIRECTOR

Sec. 1-10-23. Authority and responsibility of procurement director.

(a) *Authority.* The Procurement Director is designated as the principal public procurement official for Augusta-Richmond County, and shall be responsible for the procurement of commodities, services, construction, and professional service products in accordance with the Augusta-Richmond County Code and this chapter.

(b) *Duties.* In accordance with the Augusta-Richmond County Code, the duties of the Procurement Director are further elaborated upon to include but not be limited to:

(1) Procuring or supervising the procurement of all commodities, services, construction, and professional and consultant service products needed by Augusta-Richmond County;

(2) Acting to procure for Augusta-Richmond County the highest quality in commodities, construction and service products at the least cost to Augusta-Richmond County;

(3) Discouraging uniform bidding and endeavoring to obtain as full and open competition as possible on all purchases and sales;

(4) Keeping informed of current developments in the field of procurement, prices, market conditions and new products, and secure for Augusta-Richmond County the benefits of research conducted in the field of procurement by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses or organizations;

(5) Prescribing and maintaining such forms as needed to operate the procurement program;

(6) Preparing, recommending, and implementing standard procurement nomenclature for using agencies and product suppliers;

(7) Preparing, adopting and properly maintaining a vendors' catalog file and qualified products list, if needed;

(8) Exploring cooperative ventures and possibilities of buying in bulk so as to take full advantage of discounts;

(9) Procuring for Augusta-Richmond County whenever possible all tax exemptions;

(10) Cooperating with using agencies so as to secure for Augusta-Richmond County the maximum efficiency in budgeting and accounting;

*Editor's note—Ord. No. 6239, § 2, adopted Jan. 18, 2000, repealed §§ 1-10-10—1-10-22 in their entirety. See the Code Comparative Table.

(11) Recommending to the Administrator that product vendors who are irresponsible and non-responsive or default on contracts be disqualified from receiving any business from Augusta-Richmond County for an appropriate period of time;

(12) Exercising general supervision over all other inventories of supplies belonging to Augusta-Richmond County;

(13) Establishing and maintaining programs for specifications development, contract administration, and inspecting, testing and acceptance, in cooperation with the public agencies using the commodities, services and construction products;

(14) Working to ensure equal opportunity for disadvantaged business owners;

(15) Selling, trading, or otherwise disposing or surplus supplies belonging to Augusta-Richmond County;

(16) Prequalifying suppliers;

(17) Prequalifying products, especially janitorial products, through the study of testing data;

(18) Maintaining the official Augusta-Richmond County bidder's list; and

(19) Any other duty assigned by the Administrator that is within the intent and scope of duties set forth in the Augusta-Richmond County Code.

(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-24. Centralization of procurement function.

(a) The Procurement Director or designee shall solicit all bids or proposals for the procurement of commodities, services, and construction products, professional or consultant service products and personal property disposition for all using agencies of Augusta-Richmond County, except for certain purchases officially authorized to be made by an elected official or using agency head (refer to section 1-10-71(e)—Authority to Approve, Sign, and Execute Contracts by Type).

(b) Augusta-Richmond County shall not be legally bound by any purchase order or contract made contrary to the provisions of the Augusta-Richmond County Code and this chapter. Except as may be specifically provided herein, it shall be a violation of this chapter for any officer or employee of Augusta-Richmond County or other person to order the purchase of any commodities, make contracts for any services, or dispose of any property within the purview of this chapter other than through the Augusta-Richmond County Administrator or Procurement Director. Violators shall be subject to penalties provided in Article 8 of this chapter.

(Ord. No. 6939, § 16, 1-2-07)

ARTICLE 4 PRODUCT SPECIFICATIONS

Sec. 1-10-25. Purpose.

The purpose of a specification is to provide a description and statement of the requirements of a product, components of a product, the capability or performance of a product, and/or the service or work to be performed to create a product. The term product is a very broad term that could include commodities, supplies, goods, equipment, materials, construction and services.

Sec. 1-10-26. Types of specifications.

(a) *Design.* This specification describes and states the required functional, physical and quality characteristics of a product, components of products, or services.

(b) *Performance.* This specification describes and states the intended use, operating conditions, specific features and characteristics, and performance capability of the product. For construction or services, a performance specification states the methods to be employee and/or standards to be met, specific starting and completion schedule, and frequency of the service to be performed to develop the final product.

(c) *Design/performance.* This specification is a combination of types (a) and (b) described above. It is a complete description and statement of the required physical makeup, functionality, intended

use, operating conditions, specific features and characteristics, and performance capability of the product.

(d) *Service availability.* If availability of service is to be a criteria for awarding a contract, the specifications shall clearly state that service availability may be considered in determining the most responsible bid, and the bidders shall be required to submit information concerning their ability to service and maintain the product or equipment.

> A specification should be complete in its statement requirements. Other published specifications can be incorporated (e.g., Georgia D.O.T. Specifications, Underwriters Laboratory, etc.); however, original statements are preferable. A specification may also include provisions for testing and inspecting where necessary.

Sec. 1-10-27. Maximum practicable competition.

All specifications shall be drafted so as to promote overall economy for the purpose intended and encourage competition in satisfying Augusta-Richmond County's needs, and shall not be unduly restrictive. The procedures in this Section apply to all specifications including, but not limited to, those prepared for Augusta-Richmond County by architects, engineers, designers, draftsmen, and other consulting persons.

Sec. 1-10-28. Qualified products list.

(a) Augusta-Richmond County shall advertise at least once per fiscal year for vendors to register with the procurement department the products and services they wish to offer Augusta-Richmond County. Augusta-Richmond County shall keep an index of these vendors by name and the list shall be cross referenced for products and services. The vendor's name shall be kept for two (2) years or permanently if the vendor continues to offer bids. Records shall be kept as to the number of times a vendor is contacted for informal quotes and other bids. Upon the request of a vendor, the said vendor shall be added or deleted from the list. The use of such a list is not intended to restrict competition. Any vendor may submit, prior to product solicitation, a commodity, product or service to the Procurement Director for review and possible inclusion on the qualified products list.

(b) Vendors shall be removed from the vendor list for the following reasons:

(1) Declining to offer bids for a two-year period.

(2) Suspension for the following shall not be for less than three (3) months or more than three (3) years:

a. Failing to satisfactorily meet terms, agreements, or contracts made with the procurement department or the using agency.

b. Being convicted of criminal offenses in obtaining contracts or convicted of embezzlement, violation of state or federal anti-trust statutes, or any other crime which indicates a lack of business integrity or honesty.

c. Violating contract provisions or failing to perform without good cause or any other cause which the Procurement Director deems to be so serious as to affect the responsibility of a contractor, including disbarment or suspension from a vendor list by another governmental entity.

d. Violating the standards as set forth in Article II hereof for conflicts of interest.

(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-29. Background information on vendors.

The Department Head and/or the Administrator is directed to provide the bid amount as submitted, information concerning the vendor's previous performance, the service and quality of the products offered, the availability of the goods and services when needed, adherence to delivery schedules, and other criteria pertinent to that particular item, on vendors who have submitted bids, proposals, or contracts for the Commission's consideration. The information is to be included in the backup documents for the Commission's consideration in awarding the contract.

Sec. 1-10-30. Product references in specifications.

(a) *Use.* Product references may be used in specifications, in conjunction with other descriptive narrative, when:

(1) No other design or performance specification or qualified products list is available;

(2) Time does not permit the preparation of another form of purchase description;

(3) The nature of the product or the nature of Augusta-Richmond County's requirements dictates the use of a brand name or equal reference in the specification; or

(4) The use of a brand name or equal specification is in Augusta-Richmond County's best interests.

(b) *Designation of several products references.* Product reference or equal specifications shall seek to identify as many different product references as are practicable, as or equal references and shall further state that substantially equivalent products to those designated will be considered for award, unless conditions warrant otherwise.

Unless otherwise authorized by the Administrator, product reference or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

Where a product reference or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of the product reference is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(c) In all cases where brand name items are requisitioned by any department, the Procurement Director has the authority to determine whether similar products of equal quality offered for sale to Augusta-Richmond County at a lower price shall be ordered in lieu of the requisitioned brand name items.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-31. Responsibility for specifications.

The responsibility for acquiring specifications data rests primarily with the using agency head concerned. Procurement personnel will assist with this task by providing copies of previously used specifications, brochures, or other reference materials. However, the Procurement office staff's primary responsibility is to develop the data provided by the using agency head into the proper format for the solicitation of bids, proposals, or quotations.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-32. Inspection of purchases.

The procurement agent in conjunction with the using agency or department head shall inspect, or supervise the inspection of, all deliveries of materials, supplies or contractual services to determine their conformance with the specifications set forth in the pertinent purchase order or contract. The procurement agent may require chemical and physical tests of samples submitted with bids and samples of deliveries, which examinations are necessary to determine quality of the samples and conformance with specifications.
(Ord. No. 6939, § 16, 1-2-07)

ARTICLE 5 REQUIREMENTS FOR BIDDING OR PROPOSING ON AUGUSTA-RICHMOND COUNTY CONTRACTS

Sec. 1-10-33. Responsibility of bidders and proposers.

(a) *Determination of responsibility.* The level of responsibility of the bidder or proposer (offeror) shall be ascertained for each contract awarded by Augusta-Richmond County based upon full disclosure to the Procurement Director concerning the person's capacity to meet the terms of the contract and based upon the person's past record of performance on similar contracts, the bidder's quality of work, general reputation in the community, financial responsibility, and previous employment or use by Augusta-Richmond County.

If an offeror who otherwise would have been awarded a contract is found non-responsible, a

written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Director or using agency. The failure of an offeror to promptly supply information in connection with an inquiry with respect to the level of responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror or proposer. A copy of the determination shall be sent promptly to the non-responsible offeror. The final determination shall be made a part of Augusta-Richmond County's contract file and be made a public record.

(b) *Right of nondisclosure.* Information furnished by an offeror pursuant to this Section shall not be disclosed outside of the Procurement Department, or using agency, by Augusta-Richmond County staff without prior written consent by the offeror.

(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-34. Cost or pricing data.

(a) *Required submissions relating to the award of contract.* A prospective contractor shall submit cost or pricing data when the contract is expected to exceed five thousand dollars ($5,000.00) and is to be awarded by competitive sealed proposals (section 1-10-45; Competitive Sealed Proposals), by sole source procurement authority (section 1-10-49; Sole Source Procurement), or by competitive selection procedures for professional and consultant services (section 1-10-46).

(b) *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on adequate price competition;

(2) The contract price is based on established catalogue prices or market prices;

(3) The contract price is set by law or regulation; or

(4) It is determined by the Procurement Director and approved by the Augusta-Richmond County Administrator, in writing, that the requirements of this Section may be waived, and the determination states the reasons for such waiver.

(c) *Required submissions relating to change orders or contract modifications.* A contractor shall submit cost or pricing data prior to the approval of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, whenever the change or modification involves aggregate increases or aggregate decreases of five percent (5%) or more of original bid or proposal price.

(d) *Exceptions.* The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

(1) Unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or

(2) It is determined in a written report by the Procurement Director and approved by the Augusta-Richmond County Administrator that the requirements of subsection (c) hereof (Cost or Pricing Data; Required Submissions Relating to Change Orders or Contract Modifications) may be waived, and the determination states the reasons for such waiver.

(e) *Certification required.* Any prospective or current contractor required to submit cost or pricing data in accordance with this Section shall certify that to the best of its knowledge and belief the cost or pricing data submitted was accurate, complete, and current, as of a mutually specified date prior to the award of the contract, or the pricing of the change order for contract modification.

(f) Price adjustment provision required in contracts. Augusta-Richmond County contracts shall include a provision stating that when detailed pricing data has been requested by the County and submitted by the offeror/contractor under the terms of the contract which is later found to be in error, that the price of the products charged to Augusta-Richmond County, including profit or fee, shall be appropriately adjusted. Such prices

shall be accurate, complete, and current as of the date agreed upon between Augusta-Richmond County and the contractor.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-35. Cost or price analysis.

A cost analysis or a price analysis, including life cycle costing as appropriate, may be conducted prior to award of a contract. If this technique is to be used, notice shall be provided the bidder/offeror in the bid solicitation or request for proposals. A written record of such cost analysis or price analysis shall be made a part of the contract file.

Sec. 1-10-36. Bid and performance bonds when required.

Bid and performance bonds or other security shall be requested for any contract as the Procurement Director, using agency head, and/or Administrator deem advisable to protect Augusta-Richmond County's interest under circumstances specified herein. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used by the staff as a substitute for an affirmative determination of an offeror's level of responsibility (see section 1-10-33).
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-37. Bid bonds.

(a) *Requirements.* Bid security shall be required, primarily for construction contracts, when the value is estimated to exceed forty thousand dollars ($40,000.00).

Bid security shall be a bond provided by a surety company authorized to do business in the State of Georgia or the equivalent in cashier's or certified check (Checks shall be made payable to Augusta-Richmond County), or such other security as approved by the Augusta-Richmond County Attorney.

Nothing herein prevents the requirements of such security on construction and other purchases less than forty thousand dollars ($40,000.00) when the circumstances warrant such requirements as determined by the Procurement Director and using agency head.

(b) *Amount.* Bid security, when required, shall be in an amount equal to at least ten (10 percent of the amount of bid or an amount certain specified in the solicitation.

The bid security of the three (3) lowest bidders shall be held until contract award. Securities posted by others will be returned shortly after receipt of bids.

Upon failure of an offeror to enter into a contract within ten (10) days after the contract is tendered by Augusta-Richmond County, the offeror's security is subject to forfeit.

(c) *Rejection of bids/noncompliance with bid bond requirement.* When the Invitation for Bids requires bid security, any bid submitted without such security shall be rejected and returned to the bidder with a written explanation of the action taken.

(d) *Withdrawal of bids.* If a bidder is permitted to withdraw a bid before award, no action shall be taken against the bidder or bid security.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-38. Payment and performance bonds.

(a) *Requirement and amount.* When a contract for construction services is awarded in excess of forty thousand dollars ($40,000.00) the following bonds shall be delivered to Augusta-Richmond County, and shall become binding on the parties upon the execution of the contract:

(1) A performance bond in the amount of 100% of the price specified in the contract executed by a surety company authorized to do business in the State of Georgia, and in a form and fashion satisfactory to Augusta-Richmond County, and

(2) A payment bond in the amount of 100% of the price specified in the contract executed by a surety company authorized to do business in the State of Georgia, and in a form and fashion satisfactory to Augusta-Richmond County.

A performance bond insures that the contract will be completed in accordance with contract requirements.

A payment bond is for the protection of all persons supplying labor and material to the contractor or subcontractors for the performance of the work specified in the contract.

Nothing in this chapter shall prohibit Augusta-Richmond County from requiring other contractors or suppliers of professional services to comply with one or both bonding requirements if so determined by the Augusta-Richmond County Administrator, and/or using agency head, to be necessary. The same reserved authority applied to requiring other type bonds determined to be necessary and also requiring bonds on purchases for goods and services of any dollar amount less than forty thousand dollars ($40,000.00).

Sec. 1-10-39. Insurance requirements.

Standard ranges and types of coverage shall be determined under the direction of the Augusta-Richmond County Administrator and advice of the Augusta-Richmond County Attorney, Risk Management, Finance Director, Procurement Director and other appropriate staff. General requirements shall be reviewed at least once annually. Insurance will be required within established ranges and for specific purposes on an individual contract basis.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-40. Pre-qualifications of contractors.

(a) *When required.* The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta-Richmond County to pre-qualify suppliers for contracts of a particular type. The imposed standards must be met by any contractor who wishes to bid on the named project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether a contractor has met such pre-qualification standards. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal on the contract in question, or who are parties to a joint venture formed by suppliers who are herewith pre-qualified, shall be allowed to submit bids or proposals on the contract in question.

(b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-43(c).

(c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-43-Sealed Bids; Bid Acceptance and Bid Evaluation and section 1-10-45g)-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.

(d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor is entitled to appeal rights as provided in Article 9.
(Ord. No. 6939, § 16, 1-2-07)

ARTICLE 6 PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS

Sec. 1-10-41. Generally.

The following sections provide detailed information concerning the use of the six (6) source selection methods available for use for the procurement of commodities, services and construction products for Augusta-Richmond County. The six methods are: (1) sealed bids, (2) sealed proposals, (3) special services, (4) quotations or informal bids, (5) sole source, and (6) emergency procurement. Lastly, these sections provide certain specific requirements applicable to any or all six methods of source selection.

Sec. 1-10-42. Purchase order.

No officer or employee of Augusta-Richmond County shall request a vendor to deliver goods,

merchandise, materials or supplies to the county except upon a regular purchase order issued by the procurement agent; however, the provisions of this subsection shall not apply to emergency purchases provided for in this section.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-43. Sealed bids selection method.

(a) *Conditions for use.* All contracts of Augusta-Richmond County shall be awarded by competitive sealed bidding except as otherwise provided elsewhere in this article (see section 1-10-45-Sealed Proposals; 1-10-46-Professional Services; 1-10-47-Quotations; 1-10-49-Sole Source Procurement; and 1-10-50-Emergency Procurements, of this chapter).

(b) *Invitation for bids and specifications.* An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta-Richmond County Commission for approval by the Augusta-Richmond County Commission.

(c) *Public notice and bidder's list.* Adequate public notice of the invitation for bids shall be given in reasonable time, not less than ten (10) working days prior to the date set forth therein for the receipt of bids.

(1) Public works type contracts (defined per Georgia State Law, Code Section 36, Chapter 10, as contracts necessary to build or repair any courthouse, jail, bridge, causeway, or other public works) with values that equal or exceed twenty thousand dollars ($20,000.00), shall be advertised at least once weekly for at least four (4) weeks prior to opening of bids.

(2) Public notice shall include publication for three day within a ten (10) day period in the legal gazette and in local minority owned newspapers. The public notice minimally shall state the place, date, and time of pre-bid conference and/or bid opening, where specification documents may be obtained, and a brief description of the purchase or sale.

(3) The Procurement Director shall also directly solicit sealed bids from all responsible prospective suppliers whose names appear on the Augusta-Richmond County Bidders' List which the Procurement Director shall maintain.

(d) *Pre-bid conference and addendum.* A conference to be conducted by the Procurement Director and using agency head, if appropriate, hearing will be scheduled at least five (5) working days before receipt of bids. While the pre-bid conference is not a requirement, it is strongly recommended and widely used to further acquaint interested bidders with the bid requirements and items to be purchased and vendor input. Any substantive changes to specifications resulting from the pre-bid conference or other vendor/contractor sessions shall be documented in an addendum and communicated to all bidders registered for the procurement action.

(e) *Bid opening.* Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with section 1-10-5 (Public Access to Procurement Information).

(f) *Bid acceptance and bid evaluation.* Provided that the bids are delivered to the Procurement Director at the time, place, and under the

conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include bidder responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle costs. The main advantage of using life-cycle costing is that both initial costs and related costs for the life of the item are considered. When the criterion for awarding the contract is based on lowest responsive bidder, it may mean that the contract specifications are just minimally complied with. Selecting of the lowest bidder could result in a higher incidence of maintenance, and down-time could eat up any savings made if the procurement process considers only the initial cost.

(g) *Correction or withdrawal of bids.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted under the circumstances described below:

(1) Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening.

(2) After the bid opening, corrections to bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. Otherwise, no changes in bid prices or other provisions of bids prejudicial to the interest of Augusta-Richmond County or fair competition shall be permitted.

(3) In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

a. the mistake is clearly evident in the bid document but the intended correct bid is not similarly evident; or

b. the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

(4) All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported in a written report made by the Procurement Director.

(5) Withdrawal after receipt of bids is cause to forfeit bid security unless substantial evidence was presented clearly evidencing the mistake and hardship that would occur to either the County or the bidder in the event of award.

(h) *Tie bids.* In the event two or more bidders are tied in price while otherwise meeting all of the required conditions, the bid shall be awarded to the business which is located within Augusta-Richmond County, or if not within the above, within the State of Georgia. Where no bidder is located in Augusta-Richmond County or in the State of Georgia, the Procurement Director shall call a public forum, cause each bidder or stand-in to write the name of the bidder on paper and placed in a container, the winner to be determined by drawing lots.

(i) *Letting the contract.* The contract shall be awarded or let in accordance with procedures set forth herein. Award shall occur with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

In addition to price and other material factors, the Procurement Director, in consultation with the using agency, shall consider the following in the context of award recommendations:

(1) The ability, capacity, and skill of the bidder to perform, the contract or provide the services required,

(2) The capability of the bidder to perform the contract or provide the service promptly, or within the time specified, without delay or interference,

(3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,

(4) The quality of performance on previous contracts,

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,

(6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,

(7) The quality, availability, and adaptability of the supplies or services to the particular use required, and

(8) The number and scope of conditions attached to the bid by the bidder.

(j) *Award to other than low bidder.* When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the purchase order or other contract elsewhere shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file for audit proposes.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-44. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions will only be for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Nonmonetary revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-45. Sealed proposals.

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta-Richmond County Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta-Richmond County. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta-Richmond County. In the case of procurement computer software, for example, it is in the best interest of Augusta-Richmond County to specify functional requirements and outputs, and allow the bidders to propose based on the closest available product(s) and software or software development services meeting our needs.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10-43(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference is not required but recommended for purposes of expounding on the requirements and

soliciting vendor/contractor input. Such conferences should be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-44(c)-Public Notice and Bidder's List.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked).

(1) Selection committee. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or their choice shall convene for the purpose of evaluating the proposals.

(2) Preliminary negotiations. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(h) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror, and request final and best offers from the top ranked three firms if available. Award shall be made or recommended for award through the Augusta-Richmond County Administrator, to the responsible offeror whose proposal is determined to be the most advantageous to Augusta-Richmond County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and Article 10, section 1-10-71 of this chapter.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-46. Authority to contract for special services.

As used in this section, special services are those professional services, such as those provided by physicians, architects, ministers, engineers, accountants and attorneys, which are normally obtained on a fee basis. In the procuring of professional services those departments which normally utilize such services may contract on their behalf for such service in accordance with this article provided that the following requirements are met:

(a) The department must solicit the best possible contract with the person providing the professional service.

(b) Negotiation with the person providing professional services shall include the department head and the Augusta-Richmond County Administrator.

(c) The department shall obtain the approval of the Commission.

(d) On those special services in Augusta-Richmond County, where another department head's expertise and recommendations can be of special use, the department procuring such service shall seek the advice of such department head.

(e) The Commission shall have the authority to continue a contract for professional services from year to year when it is in the best interest of Augusta-Richmond County.

(f) Depending on the type of the service that is involved, Augusta-Richmond County should look beyond price estimates or bids, to qualifications of the bidder. Cost of the work to be performed should not be given primary and dominant weighing in selecting the professional bidder. The technical factors and qualifications of the staff and firm should be also considered.

Sec. 1-10-47. Quotations or informal bids selection method (Standard and small purchases).

(a) *Conditions for use.* Any standard or small purchase contract or purchase order for supplies, services, and construction not exceeding five thousand dollars ($5,000.00) in total value may be made in accordance with the purchase procedures authorized in this Section and other applicable provisions of this Article. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.

(b) *Request for quotations and specifications.* Requests for quotations may be issued in writing or by telephone for purchases less than five thousand dollars ($5,000.00). In either case, specifications shall be prepared describing the item or service in a form suitable for an appropriate vendor response.

(1) Informal oral bid quotations. Quotes from a minimum of three (3) sources shall be obtained, at least one of which shall be from a DBE as provided in section 1-10-52 hereof. Maximum purchase under this system is to be one thousand five hundred dollars ($1,500.00), including sales tax. Vendor quotes are to be noted on the requisition for retention. The procurement requirement shall not be artificially divided so as to constitute a purchase to be made by this method.

(2) Informal written bid quotations. Solicitation for written bid quotes shall be obtained from three (3) sources, if available, from the vendor list, at least one of which shall be from a DBE as provided in section 1-10-52 hereof. The maximum purchase under this system is to be ten thousand dollars ($10,000.00), including sales tax.

(3) Selection is to be made from the list in the following manner:

a. Low bidder on last quote;

b. Next vendor on list;

c. Next DBE vendor on list (see Article 7);

d. Repeat procedure until all vendors have been asked to quote;

e. Begin new rotation of vendors by using the last low bidder on quote.

(c) *Public notice.* Notice in the form of advertisements is not required. However, no less than three (3) vendors/contractors shall be directly solicited, if available, to submit quotations.

(d) *Receipt of quotations.* Quotations shall be scheduled for receipt at a date, time and place certain. The amount of each quote and such other relevant information as the Procurement Director deems appropriate, together with the name of each offeror shall be recorded. The record of each quote shall be open to public inspection in accordance with section 1-10-5 (Public Access to Procurement Information).

(e) *Evaluation.* Quotations shall be evaluated based on the requirements set forth in the request for quotations, which may include bidder responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the quoted price and be considered in evaluation forward shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle

costs. No criteria may be used in the evaluation process that are not set forth in the request for quotations or other notice.

(f) *Correction or withdrawal of quotes.* Correction or withdrawal of inadvertently erroneous quotes before or after the evaluation of the quotes may be permitted under the circumstances described in section 1-10-43(g)(Correction or Withdrawal of Bids).

(g) *Tie bids.* Shall be handled in the manner described in section 1-10-43(h) (Tie Bids).

(h) *Award.* Award shall be made to the most responsible and responsive bidder offering the lowest acceptable quotation. The names of the person submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record. Written quotations are advisable but not expressly required.

(i) *Agency purchases under one hundred dollars ($100.00)/authority of using agency.* Procurement of an item or article which does not exceed one hundred dollars ($100.00), including any sales tax, shall be exempt from the bid process except that, where applicable, contract vendors shall be used unless substitution is approved in writing and in advance by the Procurement Director. Further, the procurement requirements shall not be artificially divided so as to constitute a small purchase. A reasonable effort shall be made to negotiate price agreements that will cover much of the small purchase volume.

For purchases of one hundred dollars ($100.00) or less in value the using agency head may issue a Purchase Order to acquire commodity and service products. The using agency shall obtain adequate and reasonable competition for the supply, service, or construction being purchased. Further, the using agency head shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the small purchase made.

Small purchases under one hundred dollars ($100.00) may be made by the elected official or using agency head of all using agencies as follows:

(1) Where the purchase does not exceed one hundred dollars ($100.00) and a Using Agency Purchase Order is prepared and presented to the vendor.

(2) A copy of the purchase order shall be forwarded to Finance and Procurement notifying the Director of Finance and Procurement of the purchase and requesting payment to be made from funds previously allocated to such using agency.

(j) *Limitations on small purchases made by using agencies.* When small purchases are made by the using agency head pursuant to Subsection (i), the following requirements shall be met:

(1) Such purchases are limited to goods and minor services where no contract exists or goods are not stocked by the County. No equipment and furniture purchases are authorized under subsection (i);

(2) The Using Agency Purchase Orders and original invoices shall be prepared and signed by an authorized party at the using agency level and forwarded to Finance for further processing;

(3) Purchases shall not be divided artificially to constitute a small purchase; and

(4) Using agencies are responsible for checking the availability of funds prior to making any small purchase.

(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-48. Banking services.

(a) *Vendor and payroll accounts.* Requests for Proposals shall be solicited as provided in section 1-10-44 of this chapter for each of these accounts. The Request shall specify that the award shall be for a period of twenty-four (24) months, as the Commission has determined that such period of contracting will best serve the interest of Augusta-Richmond County by encouraging effective competition and promoting economies in Augusta-Richmond County's administration of these services.

(b) *Accounts other than vendor and payroll accounts.*

(1) Requests for Proposals shall be solicited as provided in section 1-10-44 of this chapter for each such account. The Request shall specify that the award shall be for a period of twenty-four (24) months, as

the Commission has determined that such period of contracting will best serve the interest of Augusta-Richmond County by encouraging effective competition and promoting economies in Augusta-Richmond County's administration of these services.

(2) As provided in section 1-10-6, local banks shall be contacted first. For purposes of this section, local banks shall be defined as those banking institutions with a full service banking location in Augusta-Richmond County. Further, as provided in Article 7, a banking institution having not more than $500,000,000.00 in total assets in the State of Georgia shall be considered a DBE.

Sec. 1-10-49. Sole source procurement.

(a) Notwithstanding other provisions in this Article, whenever it shall be made to appear that by reason of design, capacity, compatibility with other equipment or with machinery, purpose, function or other characteristics an item of procurement required by Augusta-Richmond County or one of its departments is obtainable only from one source, the item may be procured by the Procurement Department through negotiation from the source from which it is available without the necessity of bids.

(b) Before any item may be obtained under the provisions of this section, however, the requisitioning agency must accompany its requisition for the order with a statement specifying in reasonable detail the reasons why the item should be procured by negotiation. This specification of reasons shall be in writing and shall be attached to the requisition at the time it is transmitted to the procurement officer.

(c) If the Augusta-Richmond County Administrator, upon considering the requisition and the substantiation therefor, determines that the item should be purchased by sole source procurement and the cost thereof does not exceed ten thousand dollars ($10,000.00), the Administrator may approve such procurement. If the item exceeds ten thousand dollars ($10,000.00) in cost, and the Administrator determines that sole source procurement is appropriate, the requisition shall be referred to the Commission for action.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-50. Emergency procurement selection method.

Notwithstanding any other provisions of this chapter, the Procurement Director, Augusta-Richmond County Administrator or constitutional officer may make or authorize others to make emergency procurement of equipment, supplies, services, general construction, or public works type construction services when there exists a threat to public health, welfare, or safety, or where daily operations are affected; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file. A written report explaining the determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and a copy of same provided the Augusta-Richmond County Commission at their next regular meeting in the case of public works contracts as defined by Georgia State Law or other Augusta-Richmond County purchases when the value of the purchase exceeds ten thousand dollars ($10,000.00).

In the event an emergency should arise after office hours or on holidays or weekends which requires immediate action on the part of the using agency involved and where it is not possible or convenient to reach the Procurement Director, constitutional officer, or Administrator, the using agency head is authorized to make purchases. Such purchases shall be well documented, packaged for payment, and forwarded to the Procurement Director within twenty-four (24) hours, if possible, after occurrence.

Emergency purchases by the Augusta-Richmond County Commission shall be made as provided in 1975 Ga. Laws p. 4334, as amended.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-51. Specific requirements/options for source selection method.

(a) *Encumbrance of funds.* The Procurement Director shall not execute any contracts or purchase orders, except in the case of certain emergency purchases, until the Finance Department staff certifies, after pre-audit, that there is to the credit of the using agency concerned a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of the order.

(b) *Cancellation of bids or request for proposals.* A bid(s) may be canceled at any time prior to opening the bid upon determining that mistakes occurred in the preparation of the bid to warrant such action, Augusta-Richmond County's requirements changed to the extent that the goods or services are no longer needed, or due to insufficient funds. The Procurement Director shall document for the files the specific reason(s) for cancellation and promptly notify the vendor(s) in writing of Augusta-Richmond County's decision.

(c) *Multi-step proposals/sealed bids.* When it is considered impractical to initially prepare a product purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined by the Procurement Director and using agency head to be technically acceptable under the criteria set forth in the first solicitation.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-52. Rejecting bids; negotiating; re-advertisement.

(a) *Conditions for use.* An invitation for bids/quotes, a request for proposals, or other solicitation may be canceled, or any or all bids may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interest of Augusta-Richmond County. The reasons thereof shall be made part of the contract file. Each solicitation issued by Augusta-Richmond County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of Augusta-Richmond County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

(b) *Authority to reject/cancel.* If the value of the bid is $10,000 or greater, the Augusta-Richmond County Commission shall have the authority to reject/cancel any and all bids. If the bid/quote is less than $10,000, the administrator shall have the authority to reject/cancel any and all bids, quotes and proposals.

(c) *Negotiating.* If the low responsive and responsible bid for the project exceeds available funds as certified by the Finance Department staff, and such bid does not exceed such funds by more than twenty percent (20%), the Augusta-Richmond County Administrator and the Procurement Director are authorized, when time permits, or economic considerations preclude further re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids.

(d) *Readvertisement.* In the event that the negotiating process set forth in subparagraph (c), above, is unsuccessful, the Procurement Director may, in the alternative, readvertise for the purpose of receiving a new set of bids. Therefore, if the lowest and best bid exceeds the budgeted amount and the Augusta-Richmond County Commission does not appropriate additional funds, the Procurement Director may readvertise for bids after making sufficient changes in the specifications to bring the project within budget.
(Ord. No. 6706, § 1, 7-1-04; Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-53. Multi-term contract.

(a) *Maximum period.* A contract for services or supplies may be entered into for a period up to five (5) years, provided that the term of the contract and the conditions for renewal or extension, if any, are included in the solicitation and

funds are available for the balance of the then current fiscal year. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. All multi-year contracts shall contain a clause which terminates the contract at the beginning of a fiscal year when funds are not appropriated by the Commission for continuation of the contract for that fiscal year.

(b) *Determination prior to use.* Prior to the utilization of a multi-term contract, it shall be determined in writing:

(1) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(2) that such a contract will serve the best interest of Augusta-Richmond County by encouraging effective competition or otherwise promoting economies in procurement.

(c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* All multi-term contracts shall include provisions providing that when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled with appropriate notice.

(d) *Renewal of contract.* At least ninety (90) days prior to the expiration of any term of a multi-term contract, the using agency shall submit to the Augusta-Richmond County Administrator, a report of the performance of the contract and the agency's recommendation as to the renewal of the contract. The Administrator, after consultation with the using agency and review of the report, and upon appropriate approval, shall renew the contract if renewal is in the best interest of Augusta-Richmond County. All other requirements of this Section must be met in order to consummate a renewal.

(e) *Expiration and extension.* Contracts being considered for renewal or re-bid may be extended by the Administrator for a period of time not exceeding ninety (90) days. Any extensions are subject to the availability of funds and mutual agreement of the vendor/contractor and Augusta-Richmond County.

Sec. 1-10-54. Right to inspect facilities.

Official representatives of Augusta-Richmond County shall have the right to inspect facilities of a vendor at any reasonable time which is related to the performance of any contract award, bid on or to be awarded by Augusta-Richmond County.

Sec. 1-10-55. Right to audit records.

Official representatives of Augusta-Richmond County may, at reasonable times and upon reasonable written notice to vendor, inspect the official records of the person or firm pertaining to a contract, change order, or purchase order with Augusta-Richmond County when such inspection is required by law, or is authorized by the Administrator in writing as being in the public interest.

Sec. 1-10-56. Use of state contracts.

The Procurement Director may, independent of the requirements of bid process of this article, procure supplies, services or construction items through the contract established by the procurement division of the State of Georgia.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-57. Rebidding or cancellation of existing contract.

In the event a vendor is unwilling or unable to perform a contract or the vendor gives written notice of cancellation of an existing contract, the Procurement Director may immediately pursue a replacement of said contract either by formal or informal bid procedure as is appropriate, with the approval of the Augusta-Richmond County Administrator. The Procurement Director may accept a next lowest bidder. The options selected shall be the most advantageous to Augusta-Richmond County.
(Ord. No. 6939, § 16, 1-2-07)

ARTICLE 7 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM (RESERVED)

Note—Under Review-Reference Court Order 3/14/07 enjoining race-based portion of DBE Program—*Thompson Wrecking Company v Augusta Civil Rights Action.*

ARTICLE 8 SUSPENSION OR DEBARMENT OF BIDDER OR PROPOSER

Sec. 1-10-63. Authority to suspend or debar from qualified bidder/proposer list.

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Augusta-Richmond County Commission is authorized to suspend or debar a person for cause from consideration for award of contracts. The suspension may be for a period of not more than three months. The debarment shall be for a period of not more than three years. The Augusta-Richmond County Administrator is authorized to suspend a person from consideration for award of contracts if there is any activity which might lead to debarment. The Administrator's suspension shall be for a period not to exceed thirty (30) days.

Sec. 1-10-64. Causes for suspension and debarment.

The causes for suspension or debarment may include, but are not limited to:

(a) Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain any public or private contract or subcontract, or in the performance of such contract or subcontract;

(b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, indicating a lack of business integrity or business honesty;

(c) Conviction under state or federal antitrust statutes arising out of the submission of any bids or proposals;

(d) Violation of prior Richmond County contract provisions, as set forth below, of a character which is regarded by Augusta-Richmond County to be so serious as to justify suspension or debarment action, such as:

(1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in any prior Richmond County contract; or a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more Richmond County contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be basis for debarment;

(e) Any other cause determined to be so serious and compelling that would materially affect or has materially affected the responsibility of a contractor in the performance of his duties under any contract, including debarment by another governmental entity for any cause listed in this chapter; and

(f) For violation of any ethical standards set forth in Article 2 (Ethics in Public Contracting) of this chapter.

Sec. 1-10-65. Decision to suspend or debar.

Any decision to suspend or debar a person may be made by the Augusta-Richmond County Administrator or to recommend suspension or debarment to the Commission shall be in writing and shall state the reasons for the action or recommended action and inform the suspended person of their rights to an administrative appeal to the Commission. Any decision by the Commission to suspend or debar any person from the procurement process shall be on the record and in writing and shall state the reasons for the action taken.

Sec. 1-10-66. Notice of decision.

A copy of the written decision required by section 1-10-65 (Decision to Suspend or Debar) shall be mailed by certified mail, return receipt requested, to the suspended or debarred person.

ARTICLE 9 APPEALS AND REMEDIES

Sec. 1-10-67. Procurement protests.

(a) *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a

contract may protest to Augusta-Richmond County. Protestors shall seek resolution of their complaints initially with the Procurement Director. All protests must be submitted in writing to the Procurement Director.

(b) *Protests concerning invitations to bid.* A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals. If not done by that time, the complaint or protest is lost.

(c) *Stay of procurement during protests.* In the event of a timely protest under subsection (b) of this Section, the Procurement Director shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the Augusta-Richmond County Administrator or Commission makes a determination on the record that the award of the contract without delay is necessary to protect the interests of Augusta-Richmond County.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-68. Contract claims.

(a) *Decision of the county administrator.* All claims by a contractor against Augusta-Richmond County relating to a contract shall be submitted in writing to the Augusta-Richmond County Administrator through the officially designated Augusta-Richmond County Project Manager for a decision. The contractor may request a conference on the claims. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Sec. 1-10-69. Authority of the Augusta-Richmond county administrator to settle bid protests and contract claims.

The Augusta-Richmond County Administrator is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of an Augusta-Richmond County contract, prior to an appeal to the Augusta-Richmond County Commission.

Sec. 1-10-70. County's right to amend bid solicitations or awards that are in violation of law.

(a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta-Richmond County Administrator, and the Augusta-Richmond County Attorney, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.

(b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the Augusta-Richmond County Attorney determine that a solicitation or proposed award is in violation of federal, state or municipal law, then the solicitation or proposed award shall be canceled.

(c) *After award.* If, after an award, the Procurement Director, after consultation with the Administrator and the Augusta-Richmond County Attorney determines that a solicitation or award of a contract was in violation of applicable law, then the contract shall be revised to comply with applicable law. If Augusta-Richmond County is unable to revise the contract to comply therewith, the contract shall be terminated and declared null and void by the Augusta-Richmond County Commission.
(Ord. No. 6939, § 16, 1-2-07)

ARTICLE 10 TYPES OF CONTRACTS

Sec. 1-10-71. Authority to approve, sign and execute contracts by type.

(a) *Generally.* The following section establishes five (5) types of purchases: (1) major purchases, (2) standard purchases, (3) small purchase, (4) using agency purchase, and (5) emergency purchases.

Each type of purchase has its parameters involving: (1) value of purchase, (2) level of approval required within the organization for the purchase, (3) level of budget authorization given

for the purchase, (4) level of authority required for the source selection process, and (5) person within the organization charged with the responsibility to sign the purchase contract document.

(b) *Major purchase contracts.* Capital equipment, construction and all services purchase contracts with a value of twenty thousand dollars ($20,000.00) or more must have:

(1) Specific project concept approval by the Commission;

(2) Specific budget approval (listed in budget) or special funding authorization by the Commission;

(3) Commission approval of the source selection method and award of contract; and

(4) Contract to be signed by the Mayor.

(c) *Standard purchase contracts.* Goods and services purchase contracts with a value less than twenty thousand dollars ($20,000.00) but more than one thousand five hundred dollars ($1,500.00) must have:

(1) General project concept approval by the Commission and/or Augusta-Richmond County Administrator;

(2) General budget approval (e.g. could be unspecified within a larger account) by the Commission and specific budget approval of the Administrator, or special funding authorization by the Commission or the Administrator (if the transfer of funds is necessary and general project concept not approved previously by the Commission);

(3) Administrator approval of source selection method and award of contract; and

(4) Contract to be signed by the Mayor.

(d) *Small purchase contracts.* Small purchases of less than $1,500 but more than one hundred dollars ($100.00) must have:

(1) General project concept approval by the Commission or Augusta-Richmond County Administrator;

(2) General budget approval by the Commission (e.g. could be specified within a larger account) and specific budget approval of using agency head as designee of the Administrator, or special funding authorization by the Administrator (when transfer of funds is necessary and general project concept not previously approved by the Commission or Administrator);

(3) Using agency head approval of source selection method and Administrator award of contract; and

(4) Small purchase orders to be signed by the Procurement Director or designee.

(e) *Using agency purchase contracts.* Using agency purchases (as defined elsewhere) of less than one hundred dollars ($100.00) must have:

(1) Specific project concept approval by the Commission;

(2) General budget approval by the Commission (e.g. could be specified within a larger account) and specific budget approval of using agency head as designee of the Augusta-Richmond County Administrator;

(3) Using agency head approval of the source selection method and award of contract; and

(4) Purchase order to be signed by the Procurement Director.

(f) *Emergency purchase contracts.* Emergency purchases (as defined elsewhere) regardless of the amount of the purchase must have:

(1) Specific project concept approval by the Commission;

(2) General budget approval by the Commission (e.g. could be unspecified within a larger account) and specific budget approval of the using agency head as the Administrator's designee;

(3) Using agency head approval of the source selection method and award of contract if during non-standard working hours, or by the Administrator during normal working hours; and

(4) Contract/small purchase order to be signed by the Administrator, using agency head, or Mayor based on the value of the purchase.

(Ord. No. 6939, §§ 14, 16, 1-2-07)

ARTICLE 11 COOPERATIVE PROCUREMENT

Sec. 1-10-72. Definitions.

(a) *Cooperative procurement.* Procurement conducted by, or on behalf of, more than one public procurement unit.

(b) *Public procurement unit.* The United States Government, any department, agency or division thereof, any county, city, town, and any subdivision of the State of Georgia or public agency of any such subdivision, public authority, educational, health, or other institution, any other non-profit entity which expends public funds for procurement or supplies, services, or construction.

Sec. 1-10-73. Cooperative procurement agreement.

Cooperative procurement may be agreed to between Augusta-Richmond County and other public procurement units. Written agreements are encouraged so as to clearly document the requirements and any special conditions of purchase should a public solicitation be utilized.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-74. Sale, acquisition, or use of supplies.

Augusta-Richmond County may sell to, acquire from, or use any supplies belonging to another public procurement unit independent of the requirements of Article 6 (Procurement Source Selection Methods and Contract Awards) and Article 13 (Supplies and Fixed Assets Management Programs).

Sec. 1-10-75. Cooperative use of supplies or services.

Augusta-Richmond County may enter into an agreement with any public procurement unit for the cooperative use of supplies or services under the terms agreed upon between the parties.

Sec. 1-10-76. Joint use of facilities.

Augusta-Richmond County may enter into agreements for the common or joint use or lease of warehousing facilities, capital equipment, and other facilities with any public procurement unit under the terms agreed upon between the parties.

Sec. 1-10-77. Use of state contracts.

Augusta-Richmond County may procure supplies, services or construction items through contracts established by the Procurement Division of the State of Georgia where such contracts and contractors substantially meet the requirements of the Augusta-Richmond County Code and this chapter governing procurement procedures.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-78. Purchase of surplus and excess property.

Augusta-Richmond County may purchase surplus and excess personal and real property from the United States Government or any other public procurement unit upon verification of need, fund availability, and approval by the appropriate level of authority within Augusta-Richmond County as detailed in Article 10, section 1-10-1001 of this chapter.

Sec. 1-10-79. Waiver.

Any use of cooperative procurement as described above is independent of the requirements for source selection and contract award as described in Article 6 of this chapter.

ARTICLE 12 CONTRACT ADMINISTRATION AND MANAGEMENT

Sec. 1-10-80. Purpose.

A contract administration system, designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, shall be maintained by the Procurement Director with assistance from the using agency. Effective administration therefore includes the development of concise and competitive specifications, well developed terms and conditions of contract, and prompt, efficient day-to-

day administration. Contract administration generally shall be the responsibility of the using agency requesting the commodity, general or construction service, except that certain specialized contracts may be administered by selected trade professionals, e.g., architects, engineers, construction managers, etc.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-81. Augusta-Richmond County contracts and contract clauses.

(a) *Use of model (standard) contracts and clauses.* The Procurement Director, after consultation with the Augusta-Richmond County Administrator, using agency head, and Augusta-Richmond County Attorney, may establish standard contract clauses for use in County contracts for various commodities, services and construction products. Such contracts shall include provisions necessary to clearly define the responsibilities and rights of the parties to the contract.

(b) *Provisions of Augusta-Richmond County contracts.* Whether designed as a model or standard contract provision or specifically tailored for a particular contract, all Augusta-Richmond County contracts should include provisions for:

(1) The unilateral right of Augusta-Richmond County to order in writing a temporary stopping of work, or scope, of the contract;

(2) The unilateral right of Augusta-Richmond County to order in writing a temporary stopping of the work, or delaying performance that does not alter the scope, of the contract;

(3) Variations, occurring between estimated quantities of work in contract and actual quantities;

(4) Defective pricing;

(5) Liquidated damages;

(6) Specified excuses for delay or non-performance;

(7) Termination of the contract for default;

(8) Termination of the contract in whole or in part for the convenience of Augusta-Richmond County;

(9) Payment procedures;

(10) Hold harmless provisions;

(11) Prohibition against contingent fees;

(12) Suspension of work on a construction project ordered by Augusta-Richmond County;

(13) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

a. When the contract is negotiated,

b. When the contractor provides the site or design, or

c. When the parties have otherwise agreed with respect to the risk of differing site conditions, and

(14) Insurance requirements.

(15) Contractor's consent to venue in the Superior Court of Richmond County, Georgia; and

(16) Provision that contract supersedes any and all provisions of the Georgia Prompt Pay Act.

(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-82. Contract modification.

Every modification to a contract with Augusta-Richmond County, which has not been previously approved by the Augusta-Richmond County Commission, shall be subject to prior approval by the Commission. A contract modification does not require Commission action if a contingency amount has been approved and the contract modification is within that amount and provided the Augusta-Richmond County Administrator has been contractually or otherwise specifically designated by the Commission for such purpose.

In instances where the procurement Director, architect/engineer, or project manager, with the approval of the using agency head, and Administrator, determine that the contract modification or change order cannot be delayed without substantial delay and cost to Augusta-Richmond

County and funds are available and the appropriate budget transfer is made, the Administrator may authorize the appropriate action.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-83. Bid security and performance bonds.

(a) *Requirement for bid security.* Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Procurement Director to exceed forty thousand dollars ($40,000.00). Bid security shall be a bid bond provided by a surety company authorized to do business in the State of Georgia, or the equivalent in a cashier's or certified check made payable to Augusta-Richmond County. Nothing herein shall prevent the requirement of such bonds on construction contracts under $40,000 when the circumstances warrant.

(b) *Amount of bid security.* Bid security shall be in an amount equal to at least ten (10) percent of the amount of the bid. Except for the three (3) lowest bidders, unsuccessful bidders shall be entitled to the return of the bid security. Upon failure of a successful bidder to enter into a contract within an established time frame after Augusta-Richmond County tenders the proposed contract, the bidder shall forfeit the bid security. Upon approval of the contract by the Commission, the remaining bid securities shall be returned.

(c) *Rejection of sealed bids for noncompliance with bid security and authority.* If required, and the bid security is not included with the bid, the Procurement Director shall recommend to the Commission that the bid be rejected.

(d) *Withdrawal of bids.* If a bidder is permitted to withdrawn its bid before award as provided in section 1-10-42(g) (Sealed Bidding; Correction or Withdrawal of Bids) no action shall be taken against the bidder or the bid security. (Bidder entitled to return of bid security).
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-84. Contract performance and payment bonds.

(a) *When required—Amounts.* When a construction contract is awarded in excess of forty thousand dollars ($40,000.00), the following bonds or security shall be delivered to Augusta-Richmond County and shall become binding on the parties upon the execution of the contract:

(1) A performance bond satisfactory to Augusta-Richmond County, executed by a surety company authorized to do business in the State of Georgia or otherwise secured in a manner satisfactory to Augusta-Richmond County, in an amount equal to 100% of the price specified in the contract; and

(2) A payment bond satisfactory to Augusta-Richmond County, executed by a surety company authorized to do business in the State of Georgia or otherwise secured in a manner satisfactory to Augusta-Richmond County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred (100) percent of the price specified in the contract.

(b) *Reduction of bond amounts.* Prior to the taking of bids, the Procurement Director and architect/engineer or project manager, upon approval of the Administrator, may reduce the amount of performance and payment bonds when a written determination is made that it is in the best interest of Augusta-Richmond County to do so, provided Georgia law does not mandate the amount of such bond.

(c) *Authority to require additional bonds.* Nothing in this Section shall be construed to limit the authority of Augusta-Richmond County to require other security in addition to those bonds if warranted by the circumstances and other than specified in Subsection (1) of this Section.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-85. Bond forms and copies.

The form of payment and performance bonds and other required bonds shall be prescribed by the Augusta-Richmond County Attorney.

Any person may request and obtain from Augusta-Richmond County a certified copy of a bond upon payment of the cost of reproduction of the

bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

Sec. 1-10-86. Retainage.

(a) *Maximum amount to be withheld.* In any contract or subcontract for construction which provides for progress payments in installments based upon an estimated percentage of completion with a percentage of the contract's proceeds to be retained by Augusta-Richmond County pending completion of the contract or subcontract, the retained amount of each progress payment or installment shall be no more than ten (10) percent). The retainage may be reduced to five (5) percent after fifty (50) percent of the work is complete if Augusta-Richmond County desires.

(b) *When used.* Retainage may be applied to any construction contract, regardless of the dollar amount. Its use shall be so decided prior to release of the project for bid. Its use is recommended on projects of less than twenty thousand dollars ($20,000.00) value when the bonds have been waived.

(c) *Release of retainage.* Funds held by Augusta-Richmond County as retainage under the contract shall be released upon completion and acceptance of work except as described herein.

(d) *No interest on retainage.* No interest shall be due to any contractor on any sum held as retainage pursuant to any construction contract.

Sec. 1-10-87. Wage and requirements for federally funded projects.

When a project has federal funds, the prevailing wages paid shall correspond as nearly as practicable to those prescribed in the Federal Davis Bacon Act when required. The wage scale shall be posted by the contractor in a prominent and easily accessible place at the site of work in accordance with Federal Government requirements.

Sec. 1-10-88. Approval of accounting system.

Except with respect to firm fixed-price contracts, no contract type shall be used unless it has been determined in writing by Augusta-Richmond County that:

(a) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type completed; and

(b) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

Sec. 1-10-89. Contractual provisions for worksite inspections.

All contracts shall provide that Augusta-Richmond County may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta-Richmond County.

Sec. 1-10-90. Contractual provisions for auditing records.

(a) *Audit of costs or pricing data.* All contracts shall provide that Augusta-Richmond County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to section 1-10-502 (Cost or Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who received a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three (3) years from the date of final payment under the contract.

(b) *Contract audit.* All contracts shall provide that Augusta-Richmond County shall be entitled to audit the books and records of a contractor or subcontractor at any time under any negotiated contract or subcontract other than a firm fixed-

price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

Sec. 1-10-91. Reporting of anti-competitive practices to state.

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General by the Augusta-Richmond County Attorney.

ARTICLE 13 SUPPLIES AND FIXED ASSETS MANAGEMENT PROGRAMS

Sec. 1-10-92. Surplus supplies.

(a) Supplies. Goods, equipment, material and other personal property owned by Augusta-Richmond County.

(b) Surplus supplies. Any goods, equipment, materials and personal property no longer having any use to Augusta-Richmond County as determined by official action of the Commission.

(c) Generally, salvageable surplus supplies are divided into categories as described below:

(1) *Scrap.* Any ferrous supplies that can be used for remelting to produce iron, steel, or its alloys.

(2) *Waste.* All non-metallic refuse which has market value, e.g. paper.

(3) *Worn or damaged.* Either scrap or waste supplies that may be sold or used as trade-in.

(4) *Obsolete and surplus.* Any supplies that are of no use by Augusta-Richmond County.

(5) *Excess.* Any supply that does not have a useful purpose for a particular department or agency. The supply may have value, within other departments or Augusta-Richmond County agencies and may be transferred.

(Nothing herein refers to the sale, lease or disposal of real property.)

Sec. 1-10-93. Fixed asset management.

The Fixed Assets Management function in Augusta-Richmond County was implemented for the purpose of surveying and documenting all County owned personal assets, performing regular audits of County assets, centralizing the administration and control of excess supplies and determining whether excess supplies are suitable for other uses prior to disposition and prior to procuring new items of similar quality and functionality. Also, the Procurement Director shall regularly check with agencies regarding the use and availability of excess or potentially surplus items.

With respect to surplus supplies, all using agencies shall submit to the Procurement Director, at such times and in such forms as prescribed, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped. The Fixed Assets Manager shall determine whether the item (s) can be relocated for further use by other departments or agencies prior to disposition. If the item (s) has no further use to Augusta-Richmond County, the Procurement Director shall prepare a report to the Augusta-Richmond County Administrator advising that office of the item (s) available for disposition.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-94. Supplies management.

(a) *Responsibility.* The Procurement Director has responsibility for the sale, lease, or disposal of surplus supplies. No employee or official of Augusta-Richmond County nor their agent shall be entitled to purchase such supplies.

(1) The Procurement Director is responsible for the sale, or disposal of supplies via means described below; except that it shall first be determined that the item (s) has no further use by Augusta-Richmond County.

(2) The Procurement Director shall handle the procurement of auction facilities and professional auction services, and the advertisement process, or coordinate the sealed bidding process.

(3) The Augusta-Richmond County Commission shall authorize the sale, lease, or disposal of surplus supply items when necessary and appropriate.

(b) *Surplus supplies—How disposed.*

(1) Auction or sealed bids.

(2) Transfer to other using agency or public entity.

(3) Trade-in on new supplies or equipment.

(c) *Award.* Award shall be made in accordance with the invitation for bids or public outcry to the highest bidder if the price is reasonable and acceptable to Augusta-Richmond County.

(d) *Payment.* U.S. currency, U.S. Postal Money Orders, local personal checks, certified checks, or cashier's checks are acceptable methods of payment.

(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-95. Severability.

Should any section, paragraph, subdivision, clause, phrase, or provision of this chapter be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this chapter as a whole or any part or provisions thereof, other than the part so decided to be invalid or unconstitutional.

Nancy M. Williams

From: Kenneth S. Bray
Sent: Tuesday, May 21, 2013 6:47 PM
To: potterlaw.decatur@gmail.com
Cc: Andrew G. Mackenzie; Geri Sams; Nancy M. Williams; Phyllis Johnson; Jody M. Smitherman; THOM380@BELLSOUTH.NET
Attachments: SKMBT_C45413052117150.pdf; SKMBT_C45413052117010.pdf

Savannah,

Please see the attached information. Please note that all references to the Augusta Code in our previous open records response should be reviewed using the attached code sections. Please let me know if additional information is required.

Kenneth S. Bray
Staff Attorney
520 Greene Street
Augusta, Georgia 30901

Ph: (706) 842-5550 Fax: (706) 842-5556
kbray@augustaga.gov

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AED:104.1

Item # 7

Answer to questions - Open Records Request received from Antonio Thomas Associated on 5/7/13

1. A copy of the mailing list and any other internal documents showing the method, the dates and process used to send out packages (RFP) and documents used to make sure distribution of the above referenced RFOP package for perspective bid applications;

   Answer: **Mail Merge Bidders list**
   Copy of Mail list labels
   Bidders list (additional copies sent out)
   Returned mail labels from items returned.

2. Documents evidencing any follow-ups conducted to assure that all prospective bidders received a copy of the pre-bid procedures and the bid package;

   Answer: **Returned Mail included in item 1.**
   No follow-up procedures. Not addressed in the Augusta Code.

3. Documents indicating the content, discussion and information provided during the Mandatory Pre-Bid Conference that was held on April 26, 2013;

   Answer: **Cassette Tape recording of Mandatory Pre-Proposal Conference**
   Addendum 1
   Sign-in Sheet for Mandatory Pre-Proposal Conference.

4. Notes or documents indicating the contents of presentations or discussions at the mandatory pre-bid Conference;

   Answer: **Cassette Tape recording of Mandatory Pre-Proposal Conference provided in answer to question #3. Tapes are not transcribed.**

5. The materials that were sent to Metro-Health EMS in connection with its interest as a prospective bidder.

   Answer: **RFP 13-145 Ambulance Services and Addendum #1**

6. Documents showing or indicating the procedure for mailing RFP to businesses which have requested to be on the list for upcoming contracts;

Answer: **Article 6 – Chapter 10 of Augusta Code**
Standard Operating Procedures for Bid and Contracts Team

7. Any documents showing that the City of Augusta-Richmond County sent an RFP package to Metro-Health EMS for RFP No: 13-145, and the date of such submission.

Answer: **See answer to question 1**

8. Documents showing the procurement regulations requiring prospective bidders to attend the mandatory pre-bid Conference, as a condition precedent for application for the bid for a procurement contract; and

Answer: **Page 10 RFP Specifications**
Copy of the Invitation to Bid for Request for Proposal 13-145

9. Documents showing/identifying that the service procedure in the Augusta Richmond County procurement office mailed the (RFP) package to Metro-Health EMS.

Answer: **See answer to question 1**

10. Request a copy of the most recent City code on procurement and regulations as it relates to RFP and procurement issues regarding protest and compliance.

Answer: **Chapter 10 of the Augusta Code**

Answer to questions - Open Records Request received from Antonio Thomas Associated on 5/8/13

1. A copy of the mailing list and any other internal documents showing the method, the dates and process used to send out packages (RFP) and documents for perspective bid applications for RFP Item No: 13-145;

   Answer: **Same as Response for question 1 in 1st Open Records Request**

2. Documents evidencing any follow-ups conducted to assure that all prospective bidders received a copy of the pre-bid procedures and the bid package for the same RFP;

   Answer: **Same Response for question 2 in 1st Open Records Request**

3. Any additional information submitted to the proposed bidders not provided in the RFP;

   Answer: **Addendum 1**
   Mandatory Pre Proposal Sign-in Sheet

4. Summary of presentations, notes, documents and electronic recording of Procurement Department employees' presentation at the mandatory pre-bid Conference on April 26, 2013;

   Answer: **Same Response for question 3 in 1st Open Records Request**

5. The materials that were sent to Metro-Health EMS in connection with its interest as a prospective bidder.

   Answer: **Same Response for question 5 in 1st Open Records Request #1**

6. Documents showing or indicating the standard operating procedure for mailing RFP to prospective bidders which have requested to be on the list for upcoming contracts;

   Answer: **Same Response for question 6 in 1st Open Records Request #1**

7. Any documents showing that the City of Augusta-Richmond County sent an RFP package to Metro-Health EMS for RFP No: 13-145, and the date of such submission.

Answer: **Same Response for question 7 in 1st Open Records Request #1**

8. Documents showing the procurement regulations requiring prospective bidders to attend the mandatory pre-bid Conference, as a condition precedent for application for the bid for a procurement contract; and

Answer: **Same Response for question 8 in 1st Open Records Request #1**

9. A a copy of the Procurement regulations of the City of Augusta-Richmond Municipal Code.

Answer: **Same Response for question 10 in 1st Open Records Request #1**

Chapter 10

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Local Small Business Opportunity Program

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Chapter 10

PROCUREMENT

ARTICLE 1

GENERAL PROVISIONS AND DEFINITIONS

Sec. 1-10-1. Purpose.

The purpose of the Procurement Chapter of the AUGUSTA, GA. CODE is to provide detailed procedures for implementation of procurement requirements for Augusta, Georgia and to provide for a DBE Program for federally assisted contracts. Further, the purpose of this Chapter is to:

(a) Simplify and consolidate procurement procedures;

(b) Provide for centralized procurement;

(c) Ensure fair and equitable treatment of all persons involved in the procurement process;

(d) Foster competition in the public procurement process; and

(e) Ensure compliance with all federal, state and local laws.

This chapter shall contain all of the rules, regulations, and procedures needed to purchase goods and services and provide other procurement services for the Augusta, Georgia government.

Sec. 1-10-2. Application of this chapter.

(a) Except as otherwise provided herein, the requirements of this chapter apply to contracts for the procurement of supplies, commodities, services, construction, professional, and consultant service products solicited or entered into by Augusta, Georgia. It shall apply to the expenditure of public funds irrespective of the source of the funds. It shall also apply to the disposal of Augusta, Georgia's supplies and personal assets.

(b) Nothing in this chapter shall preclude Augusta, Georgia from complying

with the terms and conditions of any grant, gift, donation or bequest that are otherwise consistent with state and federal laws.

Sec. 1-10-3. Supplementary laws.

The principles of law and equity, including those relative to contract, agency, fraud, duress, coercion, mistake, bankruptcy, and the Uniform Commercial Code of Georgia (O.C.G.A. 11-1-101 et. seq. as amended) and all other applicable federal, state and local laws shall apply, as appropriate, to the procurement process.

Sec. 1-10-4. Good faith provision.

All parties involved in the negotiation, performance, or administration of Augusta, Georgia contracts shall act in good faith. Good faith means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing. *See* O.C.G.A. § 11-2-201.

Sec. 1-10-5. Public access to procurement information.

(a) Contract files. Written records pertaining to a solicitation, award or performance of a contract or purchase order shall be maintained by the Procurement Director.

(b) Retention. All procurement records shall be maintained and disposed of in accordance with the Records Retention schedule as established by the Augusta, Georgia Commission.

(c) Public access. Procurement information shall be considered public records to the extent required by the Georgia Open Records Act. A Request for Proposals (RFP) shall not become public record until the final contract is negotiated and awarded. Any financial, trade secrets or commercial data contained in Request for Proposals shall be considered privileged and confidential and shall not be disclosed.

(d) Procurement opportunities will be posted on the Augusta, Georgia internet website under the Procurement Department: http://www.augustaga.gov

Sec. 1-10-6. Preference for local suppliers, professional services and contractors.

(a) Augusta, Georgia encourages the use of local suppliers of goods, services and construction products whenever possible. Augusta, Georgia also vigorously supports the advantages of an open competitive market place. Nothing in this Section shall be interpreted to mean that the Augusta, Georgia Administrator or Procurement Director are restricted in any way from seeking formal bids or proposals from outside the Augusta market area.

(b) When the quotation or informal bids selection method is used by the Procurement Director or using agency head to seek firms to quote on Augusta, Georgia commodities, services and construction products, local firms should be contacted, if possible, first. Where the Procurement Director or using agency head ascertains that there may not be at least three (3) qualified informal bidders, quotes may be sought from outside the Augusta, Georgia market.

(c) In the event of a tie bid (see Section 1-10-50 (h)), when all other factors are equal, the Augusta, Georgia Administrator shall select the bid from within the local market area, except that the Administrator shall retain the flexibility to make the award of contract to a bidder outside of the local market area if there is sufficient evidence to support collusive bidding in favor of a local source.

(d) The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars ($100,000) or less and only when the lowest local qualified bidder is within 10% or $10,000, whichever is less of the lowest non-local bidders. The lowest local qualified bidder will be allowed to match the bid of the lowest non-local bidder and, if matched, the lowest local qualified bidder will be awarded the contract.

(e) For the purposes of this section, "local bidder" shall mean a business which:

(1) Has had a fixed office or distribution point in and having a street address within the geographic limits of Richmond County, Georgia for at least six (6) months immediately prior to the issuance of the request for bids or quotes by Augusta; and

(2) Holds any business license required by the AUGUSTA, GA. CODE; and

(3) Employees at least one full-time employee, or two part-time employees whose primary residence is within the geographic limits of

Richmond County, Georgia or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is within the geographic limits of Richmond County, Georgia.

(f) The Procurement Director shall develop a program to routinely search out local firms that offer products or services which Augusta, Georgia may purchase and encourage such firms to place themselves on the local bidder's list.

(g) Registration as a local bidder. In order to be registered as a local bidder, a bidder must submit a completed application to the Procurement Department, and the applicant must be approved and registered by the Procurement Department. An eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

(h) Criteria. To be registered as a local bidder, the eligible bidder must satisfy the criteria set forth in subsection (e) above.

(i) Term. The certification as a local bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a local bidder. An eligible bidder must submit a new application for certification as a local bidder to the Procurement Director and establish that it continues to meet the requirements contained in subparagraph (e) of this section in order to receive a bid preference on eligible local projects.

(j) Continuing obligations of eligible bidders registered as local bidders. Eligible bidders registered as local bidders shall be under a continuing duty to immediately inform the Department of Procurement in writing of any changes in the eligible bidder's business if, as a result of such changes, the eligible bidder no longer satisfies the requirements of subparagraph (e) of this section.

(k) Nothing in this section shall be interpreted to mean that the Augusta, Georgia Administrator or Commission may decline to follow the provisions of O.C.G.A. §§ 36-91-1 through 36-91-95, Public Works Contracts. O.C.G.A. § 36-91-22 requires that all Augusta, Georgia public works contracts of one-hundred thousand dollars ($100,000) or more, as defined therein, be publicly advertised before letting out the contract to the lowest bidder. Further, nothing in this section shall be interpreted to mean Augusta, Georgia Administrator or Board of Commissioners may decline to follow the provisions of the AUGUSTA, GA. CODE requiring public advertising before letting certain contracts.

(l) Georgia-made Preference: Augusta, Georgia shall provide a preference for Georgia-made products on the purchase of supplies, materials, equipment and agriculture products. The Georgia-made Preference policy shall only be applied to purchases of such items costing over one-hundred thousand dollars ($100,000) and only when the vendor seeking this preference supplies sufficient proof that their product is Georgia-made. A vendors request for the Georgia–made Preference must be placed in the vendor's response to an applicable Augusta, Georgia bid. The Administrator shall determine whether the product is a Georgia-made product. The lowest bidder of a Georgia–made product will be allowed to match the bid of the lowest non-Georgia-made bidder. If matched the lowest bidder of a Georgia–made product will be awarded the contract.

Sec. 1-10-7. Value analysis.

(a) *Purpose.* A significant portion of the Augusta, Georgia Annual Budget is committed each year to various purchase contracts such as raw materials, equipment, equipment parts or components, general supplies, and professional and non-professional services. Therefore, it is essential that maximum value be obtained for every public tax dollar spent. A proven technique for obtaining this goal is value analysis.

(b) *Definition of value analysis*. Value analysis is the organized and systematic study of every element of cost in a part, material, or service to make certain it fulfills its function at the best value. It employs techniques which identify the functions the user wants from a product or service; establishes by comparison the appropriate cost for each function; then, it causes the required knowledge, creativity; and initiative to be used to provide each

function for that cost.

(c) *Application of value analysis to the procurement process*. Value analysis is a study of function and the value of any service, material, or product established by the minimum cost of other available alternatives, materials, products, or services that will perform the same function. To achieve high value, emphasis must be placed on obtaining high use value at low cost.

Sec. 1-10-8. Compliance with state and federal requirement.

When the procurement transaction involves the expenditure of State or Federal funds, the transaction shall be conducted in accordance with any applicable mandatory State or Federal laws and authorized regulations. Notwithstanding where State and Federal assistance or contract funds are used in procurement transaction, any applicable local requirements that are more restrictive than State or Federal requirements, but not in conflict therewith, shall be followed.

Sec. 1-10-9. Definitions-generally.

The terms, phrases, words, and their derivations set forth below shall have the meaning given herein. Words not defined herein or within the Official Code of Georgia Annotated shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application. Words used in the singular shall include the plural, and the plural the singular; words used in the present tense shall include the future tense. The words shall, will, and must are mandatory and not discretionary. The word may is permissive. Unless otherwise provided, all the definitions contained herein are also applicable to Chapter 10B of this Code.

(1) *Agreement.* The bargain of the parties in fact as found in their language or by implication from other circumstances including course of dealing or usage of trade or course of performance as provided in O.C.G.A. § 11-1-205 and § 11-2-208. Whether an agreement has legal consequences is determined by the provision of this title, if applicable; otherwise, by the law of contracts, (O.C.G.A. § 11-1-103 and O.C.G.A. § 11-2-201).

(2) *Annual contract.* Means any contract entered into for a period of one year or multiple one-year periods (including options to renew for additional one year periods), with a vendor or contractor, to provide

Augusta, Georgia, upon request with a specified product or service, such as paving, concrete or office supplies at a predetermined rate or price.

(3) *Award.* Means when legislation authorizing the award of a contract has been adopted by the Board of Commissioners and approved the execution of the contract by the Mayor; however no liability shall attach nor shall the contract be considered binding unless it has been duly executed by the contractor and returned with all required submittals including insurance and bonding, if applicable, executed by the Mayor; attested to by the Clerk and approved by General Counsel as to form.

(4) *Bid.* An offer to perform a contract for work and labor or supplying materials or goods at a specified price. Or, an offer by an intending purchaser to pay a designated price for property which is about to be sold at auction.

(5) *Bid Bond.* A bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.

(6) *Bidders List.* Augusta, Georgia's official list of qualified persons or vendors to be invited to respond to any type of invitation for bids or requests for proposals which shall be maintained by the Procurement Director.

(7) *Business.* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, firm, or any other private legal entity.

(8) *Change Order.* An alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.

(9) *Commodities.* Those things that are useful or serviceable, particularly articles of merchandise moveable in trade, goods, wares, supplies, and merchandise of any kind.

(10) *Construction.* The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

(11) *Contract.* Means all types of Augusta, Georgia agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services and for the transfer of interests in real property.

(12) *Contract Administration.* All activity necessary after award of a contract to administer a contract and to ensure full compliance with its terms, conditions, and scope of services.

(13) *Contract Documents.* All documents which define the scope of the project, including but not limited to, the plans and specifications, advertisement for bids, instructions to bidders, the bid, the proposal, bonds, general conditions, special conditions, insurance and technical specifications.

(14) *Contract Modification.* Any written alteration in specifications, delivery point, time and rate of delivery, period of performance, price, quantity or other provisions of any contract reached by mutual action of the parties to the contract.

(15) *Contractor and/or Sub-Contractor.* Any person having a contract with Augusta, Georgia, a using agency of Augusta, Georgia, or a contractor thereof.

(16) *Cooperative Procurement.* Acquiring commodities, services, and construction by, or on behalf of, more than one public procurement agency.

(17) *Cost Analysis.* The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

(18) *Cost Data.* The factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

(19) *Cost-reimbursement Contract.* A contract under which a contractor is reimbursed for costs which are allowable and in accordance with the contract terms and the provisions of this chapter, and a fee or profit, if any.

(20) *Board of Commissioners.* The Board of Commissioners of Augusta, Georgia which is the governing body of Augusta, Georgia.

(21) *Mayor.* The chief executive officer of Augusta, Georgia who is authorized to sign all contracts for the Board of Commissioners.

(22) *Administrator.* The chief appointed administrative officer of Augusta, Georgia.

(23) *Days.* Days mean calendar days. In computing any period of time prescribed by the Procurement Code, the first day shall not be counted but the last day shall be counted. If the last day falls on a Saturday or Sunday, the party shall have through the following Monday. When the last day falls on a legal holiday observed by the governing authority, the party shall have through the next day.

(24) *Debarment.* Exclusion from contracting and subcontracting with Augusta, Georgia for a specified period of time.

(25) *Designee.* A duly authorized representative of a person holding a superior position.

(26) *Discussions.* As used in the selection process, means an exchange of information or other manner of negotiation during which the offeror and Augusta, Georgia may alter or otherwise change the conditions, terms, and price of the proposed contract. Discussions may be conducted in connection with competitive sealed proposals, sole source, and emergency procurement.

(27) *Emergency.* Any situation resulting in imminent danger to the public

health or safety or the loss of an essential governmental service.

(28) *Employee.* An individual drawing a salary or wages from Augusta, Georgia, whether elected or not; any non-compensated individual performing personal services for Augusta, Georgia or any department, agency, commission, council, board, or any other entity established by the executive, legislative or judicial branch of Augusta, Georgia; and any non-compensated individual serving as an elected official of Augusta, Georgia.

(29) *Fault. Wrongful act, omis*sion or breach.

(30) *Financial Interest.* All direct ownership interests of the total as*sets or* capital stock of a business entity where such ownership interest is ten (10) percent or more. (O.C.G.A. § 36-67A-1).

(31) *Firm.* Any individual, partnership, corporation, association, joint venture, or other legal entity permitted by law to practice or offer professional or consultant services.

(32) *Good Faith.* Honesty in fact in the conduct or transaction concerned. (O.C.G.A. § 11-1-201).

(33) *Gratuity.* A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

(34) *Genuine.* Free of forgery or counterfeiting. (O.C.G.A. § 11-1-210).

(35) *Immediate family.* Father, mother, son, daughter, brother, sister, grandparents or grandchildren, wife or husband, or the wife or husband of any of the preceding listed persons.

(36) *Interested party.* Means an actual or prospective bidder, offeror, or contractor that may be aggrieved by the solicitation or award of a contract, or by the protest.

(37) *Invitation for Bids.* An advertisement for the submission of bids for a particular project, item or goods whether attached or incorporated by reference.

(38) *Let (contracts).* Award to one of several persons, who have submitted proposals (bids) therefore, the contract for erecting public works or doing some part of the work connected therewith, or rendering some other service to the government for a stipulated compensation.

(39) *Responsive Bidder.* A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

(40) *May.* Denotes the permissive.

(41) *Notice.* Knowledge, or a notice or notification received by an individual or organization. Notice is effective for a particular transaction from the time when it is delivered to the individual it is addressed to or is delivered to any person in the organization conducting, or seeking to conduct business with Augusta, Georgia. (O.C.G.A. § 11-1-201).

(42) *Notice to proceed.* Written document issued by the Procurement Director or her designee directing the contractor to proceed with the performance of the contract.

(43) *Offer.* A proposal or bid submitted in response to a request for proposal (RFP) or invitation for bid (ITB).

(44) *Offeror.* Any person submitting a response to a solicitation issued, including an informal request for quotes, a request for proposal or invitation for bids.

(45) *Organization.* Includes a corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity. (O.C.G.A. § 11-1-201).

(46) *Payment bond.* A bond with good and sufficient surety or sureties payable to Augusta, Georgia for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction

contract.

(47) *Performance bond.* A bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify Augusta, Georgia for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of Augusta, Georgia for which the work is to be done.

(48) *Person.* Any business, individual, union, committee, club, other organization, or group of individuals.

(49) *Pre-qualification.* The process to determine whether a prospective bidder or proposer satisfies the criteria established for inclusion on the pre-qualified bidders or proposers list.

(50) *Price Analysis.* The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

(51) *Pricing Data.* The factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered selling prices, historical selling prices, and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.

(52) *Procurement.* Means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

(53) *Procurement Department.* The department responsible for the expenditure of public funds for the procurement of commodities, services, or construction products.

(54) *Procurement Director.* The department head of the Procurement Department responsible for the procurement of goods and services for Augusta, Georgia.

(55) *Procurement Officer*. Any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority granted by this Code.

(56) *Product.* Something produced by physical labor or intellectual effort, commodities, supplies, equipment, materials, goods, services and construction.

(57) *Product Reference*. A specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Augusta, Georgia requirements, and which provides for the submission of equivalent products.

(58) *Professional and consultant services*. Means those services within the scope of the practices of architecture, investment banking, professional engineering, planning, landscape architecture, land surveying, the medical arts, management and analysis, accounting or auditing, law, psychology or any other similar kind or type of professional practice. For purposes of this division, professional and consultant services shall not include investment management services as defined by the laws of the State of Georgia.

(59) *Proposal*. Means the solicited submission of information from a prospective offeror in accordance with the terms of the applicable request for proposals and applicable law.

(60) *Protest.* Means a written statement concerning any unresolved disagreement or controversy arising out of the solicitation or award of a contract filed in accordance with the requirements of this Code.

(61) *Protestor.* Means any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.

(62) *Public procurement unit.* The United States Government, any department, agency or division thereof, any city, county, town, and any subdivision of the State of Georgia or public agency of any such

subdivision, public authority, educational, health, or other institution, any other non-profit entity which expends public funds for procurement or supplies, services, or construction.

(63) *Public Sale.* A sale held to dispose of surplus Augusta, Georgia property.

(64) *Public Works Construction.* The building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32 of the GEORGIA CODE. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

(65) *Purchase*. Includes taking by sale, discount, negotiation, mortgage, pledge, lien, issue or reissue, gift, or any other voluntary transaction creating an interest in property. (O.C.G.A. § 11-1-201).

(66) *Purchase Order*. Written authorization requesting the selected vendor to deliver goods with payment to be made later.

(67) *Qualified Products List.* An approved list of commodities described by model or catalog numbers, which, prior to competitive solicitation, Augusta, Georgia has determined will meet the applicable product specifications requirements.

(68) *Quotations or informal bids selection method*. The method for procuring services, commodities or goods without the formality of a written proposal or sealed bid for purchases that do not exceed $10,000.

(69) *Requisition.* The document submitted by a using agency requesting that a purchase be made on its behalf. Requisition includes, but is not limited to, a description of the requested commodity, service or construction product, delivery schedule, transportation data, criteria for evaluation, suggested sources of supply, and information supplied for the working of any written determination required by law or this Code.

(70) *Request for Proposals (RFP)*. All documents, whether attached or

incorporated by reference, utilized for soliciting proposals.

(71) *Request for Qualifications (RFQ).* A method used to predetermine the capacity of prospective bidders or proposers for a specific project prior to the issuance of a solicitation.

(72) *Responsible Bidder or Proposer.* A person who has the capability in all respects to perform fully and reliably the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. In considering whether a bidder is responsible, the Procurement Director, Augusta, Georgia Administrator, using agency head, or Augusta, Georgia Commission may consider the proposers or bidder's quality of work, general reputation in the community, financial responsibility, and previous employment or use by Augusta, Georgia.

(73) *Responsive Bidder or Proposer.* A person or entity that has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation for bids or request for proposal.

(74) *Sealed Bid.* A method of soliciting public works construction contracts and other contracts, products or services whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of Georgia Law and this Code.

(75) *Sealed Proposal.* A method of soliciting public works contracts and other contracts, products or services whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of Georgia Law and this Code.

(76) *Services.* The furnishing of labor, time or effort, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

(77) *Small Business.* A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

(78) *Solicitation.* Means an invitation for bids, a request for proposals, a request for quotations or any other document issued by the Augusta, Georgia concerning its soliciting bids or proposals to perform an Augusta, Georgia contract or purchase order.

(79) *Sole Source.* Those procurements made pursuant to a written determination by Augusta, Georgia that there is only one source for the required supply, service, or construction item.

(80) *Specification.* Any description of the physical or functional characteristics or of the nature of commodities, services, or construction products. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction product for delivery.

(81) *Substantial Interest.* The direct or indirect ownership of more than twenty-five (25) percent of the assets or stock of any business. (O.C.G.A. § 45-10-20).

(82) *Supplies.* Any goods, equipment, material or other personal property owned by Augusta, Georgia and available for use by the personnel of the organization.

(83) *Surplus Supplies.* Any Augusta, Georgia owned supplies no longer needed having any use to Augusta, Georgia as determined of official action of the Board of Commissioners.

(84) *Ultra Vires.* In excess of legal power or authority.

(85) *Using Agency.* Any department, commission, board, office, authority, or division of Augusta, Georgia requiring commodities, services or construction products or professional or other consultant services.

(86) *Using Agency Head.* The director or department head of a using agency that is responsible for the administration or such using agency.

(87) *Value Analysis.* An organized and systemic study of every element of cost in a part, material, or service to make certain it fulfills its function at the best value.

(88) *Warranty Period.* The period following final acceptance of the project during which the contractor/vendor is responsible for repair of any product, equipment and /or work not caused by vandalism or natural disaster.

ARTICLE 2

Sec. 1-10-10 through 1-10-22

RESERVED*

* Editors Note: Ord. No. 6239, § 2, adopted Jan. 18, 2000, repealed §§ 1-10-10--1-10-22 in their entirety. See the Code Comparative Table.

ARTICLE 3

OFFICE OF THE PROCUREMENT DIRECTOR

Sec. 1-10-23. Authority and responsibility of procurement director.

(a) *Authority.* The Procurement Director is designated as the principal public procurement official for Augusta, Georgia, and shall be responsible for the procurement of commodities, services, construction, and professional service products in accordance with the AUGUSTA, GA. CODE and this chapter.

(b) *Duties*. The duties of the Procurement Director include but are not limited to:

(1) Procuring or supervising the procurement of all commodities, services, construction, and professional and consultant service products needed by Augusta, Georgia;

(2) Acting to procure for Augusta, Georgia the highest quality in commodities, construction and service products at the best value to Augusta, Georgia;

(3) Discouraging collusive bidding and endeavoring to obtain as full and open competition as possible on all purchases and sales;

(4) Keeping informed of current developments in the field of procurement, prices, market conditions and new products, and secure for Augusta, Georgia the benefits of research conducted in the field of procurement by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses or organizations;

(5) Prescribing and maintaining such forms as needed to operate the procurement program;

(6) Preparing, recommending, and implementing standard procurement nomenclature for using agencies and product suppliers;

(7) Preparing, adopting and properly maintaining a vendors' catalog file and qualified products list;

(8) Exploring cooperative ventures and possibilities of buying in bulk so as to take full advantage of discounts;

(9) Procuring for Augusta, Georgia whenever possible all tax exemptions;

(10) Cooperating with using agencies so as to secure for Augusta, Georgia the maximum efficiency in budgeting and purchasing;

(11) Recommending to the Administrator that product vendors who are irresponsible and non-responsive or default on contracts be debarred from receiving any business from Augusta, Georgia for an appropriate period of time;

(12) Exercising general supervision over all other inventories of supplies belonging to Augusta, Georgia;

(13) Establishing and maintaining programs for specifications development, contract administration, and inspecting, testing and acceptance, in cooperation with the public agencies using the commodities, services and construction products;

(14) Working to ensure equal opportunity for all business owners;

(15) Selling, trading, or otherwise disposing of surplus supplies belonging

to Augusta, Georgia;

(16) Prequalifying suppliers;

(17) Prequalifying products through the study of testing data;

(18) Maintaining the official Augusta, Georgia bidder's list;

(19) Adopting operational procedures;

(20) Contract administration;

(21) Examining solicitation documents and contracts to ensure compliance with state and federal laws as well as any court ordered injunctions;

(22) Resolving protests except as otherwise designated by the AUGUSTA, GA. CODE; and

(23) Any other duty assigned by the Commission or Administrator that is within the intent and scope of duties set forth in the AUGUSTA, GA. CODE.

Sec. 1-10-24. Centralization of procurement function.

(a) Except as otherwise required by law, the Procurement Director or designee shall solicit all bids or proposals for the procurement of commodities, services, and construction products, professional or consultant service products and personal property disposition for all using agencies of Augusta, Georgia, except for certain purchases officially authorized to be made by an elected official or using agency head.

(b) Augusta, Georgia shall not be legally bound by any purchase order or contract made contrary to the provisions of the AUGUSTA, GA. CODE and this chapter. Except as may be specifically provided herein, it shall be a violation of this chapter for any officer or employee of Augusta, Georgia or other person to order the purchase of any commodities, make contracts for any services, or dispose of any property within the purview of this chapter other than through the Augusta, Georgia Administrator or Procurement Director. Any such purchase may be considered ultra vires. Violators shall be subject to penalties provided by law and/or in the AUGUSTA, GA. CODE.

Sec. 1-10-25. Contract administration.

(a) Using Agency requirements. The Procurement Director shall maintain a close and cooperative relationship with using agencies; and shall afford each using agency reasonable opportunity to participate in and make recommendations with respect to procurement matters affecting the agency. The Procurement Director and the Department Head of the using agency shall consult with and seek technical assistance from professionals or persons within the agency having subject matter expertise and knowledge when drafting and developing solicitation documents. If the knowledge and expertise is not available in the using agency then the Procurement Director and/or the using agency shall consult and seek such technical skills and knowledge from other Augusta departments or professionals.

(b) Examination of solicitation documents and contracts: Prior to the advertising of any bid, solicitation, or procurement of any type, the using agency the Procurement Director and the using agency shall review each solicitation for accuracy as well as compliance with federal laws, state laws and court ordered enjoinments. The Procurement Director and the using agency shall also review each contract to determine the accuracy of the terms, conditions, substance and the inclusion of all required documents including insurance and bonding.

Sec. 1-10-26. Unauthorized contracts

Liability of Augusta, Georgia officers and employees for unauthorized contracts. If any officer or employee of Augusta, Georgia shall create any actual legal liability against himself or herself or Augusta, Georgia under the circumstances below, or any other circumstances, such action shall not be construed as a waiver of any defenses available to Augusta, Georgia, including immunity:

(a) Such officer or employee requests or knowingly permits any person to proceed or to continue with the performance of any construction or services for Augusta, Georgia or to provide supplies to Augusta, Georgia; and

(b) The construction or service, or the provision of supplies was not duly authorized by the Mayor or the Mayor's designee, in accordance with Augusta, Georgia Charter and the AUGUSTA, GA. CODE, prior to the performance of the construction, service, or provision of supplies, and such

officer or employee knew or should have known such fact; and

(c) The contractor or supplier expends money, incurs liability or otherwise acts to its financial detriment in reliance upon the representation of the Augusta, Georgia's officer or employee involved; then in such event, if Augusta, Georgia Administrator and department head, in the case of an employee, or the Mayor, in the case of an appointed official, as the case may be, determines that such circumstances exist, that there are no mitigating or extenuating factors sufficient to justify the actions of the officer or employee, and that just cause exists for the discharge of the offending officer or employee of Augusta, Georgia then such offending officer or employee shall be discharged from his or her employment with Augusta, Georgia subject to the labor-management relations ordinance where appropriate.

(d) Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the March 14, 2007 Court Order in the case, *Thompson Wrecking, Inc. v. Augusta Georgia*, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

(e) Nothing in this article or the AUGUSTA, GA. CODE shall be construed as a waiver of any defenses available to Augusta, Georgia, including immunity.

Sec. 1-10-27. Conflicts of interests.

In accordance with this division it shall be unethical for any Augusta, Georgia officer or employee to participate directly or indirectly in the procurement process except in the following circumstances:

(a) Procurement by competitive sealed bidding. Direct or indirect financial interest in or employment by or having any other interest in a business which is involved in a procurement with Augusta, Georgia only through a competitive sealed bid shall not be a cause for a conflict of interest under this division.

(b) Disposition of real property by competitive sealed bidding. Direct or indirect financial interest in or employment by or having any other interest in a business which is involved in the acquisition of real property disposed of by Augusta, Georgia through competitive sealed bidding shall not be a cause for a conflict of interest under this division.

(c) Disclosure and determination of no adverse interest. Any Augusta, Georgia officer or employee who has a direct or indirect financial interest in any procurement made other than by a competitive sealed bid shall disclose the nature of the financial interest to the Procurement Director. Augusta, Georgia Administrator, in consultation with the Procurement Director and General Counsel shall make a written determination as to whether Augusta, Georgia officer or employee has a conflict of interest that would prevent participation in such procurement.

Sec. 1-10-28. Gratuities and kickbacks.

(a) *Gratuities.* It shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decisions, approval, disapproval, recommendation, preparation of any procurement, influencing the content of any specification or procurement standard, rendering of any advice, investigation or acting any advisory capacity or in any in any matter related to a contract, subcontract, solicitation or proposal.

(b) *Kickbacks.* It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor or contractor or any person associated therewith as an inducement for the award of a contract or subcontract. This prohibition against gratuities and kickbacks shall be contained in every solicitation and contract.

(c) *Former Employees.* No former employee or officer shall participate directly or indirectly in an Augusta, Georgia procurement for six (6) months after termination of employment or service with Augusta, Georgia.

Sec. 1-10-29. Contingent fees.

(a) *Prohibition.* It shall be unethical for a person to be retained or to retain a person to solicit or secure an Augusta, Georgia contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees of bona fide established commercial selling agencies for the purpose of securing business.

(b) *Contract clause required.* Every Augusta, Georgia contract or purchase

order shall contain the clause prohibiting contingent fees, as follows:
"The vendor or contractor or firm warrants that it has not employed or retained any company or person, other than a bona fide employee working for the vendor or contractor or firm, to solicit or secure this contract or purchase order; and that the vendor or contractor or firm has not paid or agreed to pay any person, company, association, corporation, individual or firm other than a bona fide employee working for the vendor or contractor or firms, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement, For the breach or violation of the above warranty, and upon a finding after notice and hearing, Augusta, Georgia shall have the right to terminate the contract or purchase order without liability, and, at its discretion, to deduct from the contract or purchase order price, or otherwise recover the fill amount of such fee, commission, percentage, gift or consideration."

Sec. 1-10-30. Penalties.

(a) *Criminal penalties.* To the extent that violations of the ethical standards of conduct set forth in this division constitute violations of state law or violations of Augusta, Georgia standards of conduct set forth in section 1-1-8 of the AUGUSTA, GA. CODE, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this division. Criminal, civil and administrative sanctions, against employees or non-employees which are in existence on the effective date of the ordinance from which this article derives shall not be impaired.

(b) *Sanctions.* The Augusta, Georgia Board of Commissioners is permitted to impose sanctions upon any employee or non-employee for violations of these provisions.

(c) *Employees.* The Administrator, upon the recommendation of a Augusta, Georgia Department Director may impose any one or more of the following sanctions on an employee for violations of the ethical standards of this division:

(1) Oral or written warnings or reprimands;

(2) Suspensions with or without pay for specified periods of time; or

(3) Termination of employment.

(d) *Nonemployees*. The Administrator, upon recommendation and approval by the Board of Commissioners, may impose one or more of the following sanctions on a non-employee for violations of the ethical standards:

(1) Written warnings or reprimands;
(2) Termination of contracts; or
(3) Debarment or suspension as provided in Article 8.

Sec. 1-10-31. Reporting of anti-competitive practices to state.

Under this article, collusion and other anti-competitive practices among offerors are prohibited by local, state and federal laws, and Augusta, Georgia, therefore, establishes the following:

(a) Certification of independent price determination. All offerors shall identify a person having authority to sign for the offeror who shall certify, in writing, as follows:
"I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of local, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this offeror."

(b) Compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the offer and appropriate language incorporating the exhibit into the offer is set forth therein.

(c) Reporting of anti-competitive practices. When for any reason collusion or other anti-competitive practices are suspected among any offerors, a notice of the relevant facts shall be transmitted to the State Attorney General by the Augusta, Georgia General Counsel for investigation.

ARTICLE 4

PRODUCT SPECIFICATIONS

Sec. 1-10-32. Purpose.

The purpose of a specification is to provide a description and statement of the requirements of a product, components of a product, the capability or performance of a product, and/or the service or work to be performed to create a product.

Sec. 1-10-33. Types of specifications.

(a) *Design.* This specification describes and states the required functional, physical and quality characteristics of a product, components of products, or services.

(b) *Performance.* This specification describes and states the intended use, operating conditions, specific features and characteristics, and performance capability of the product. For construction or services, a performance specification states the methods to be employee and/or standards to be met, specific starting and completion schedule, and frequency of the service to be performed to develop the final product.

(c) *Design/performance.* This specification is a combination of types (a) and (b) described above. It is a complete description and statement of the required physical makeup, functionality, intended use, operating conditions, specific features and characteristics, and performance capability of the product.

(d) *Service availability.* If availability of service is to be a criteria for awarding a contract, the specifications shall clearly state that service availability may be considered in determining the most responsive bid, and the bidders shall be required to submit information concerning their ability to service and maintain the product or equipment.

(e) *A specification should be complete in its statement requirements*. Other published specifications can be incorporated (e.g., Georgia D.O.T. Specifications, Underwriters Laboratory, etc.); however, original statements are preferable. A specification may also include provisions for testing and inspecting where necessary.

Sec. 1-10-34. Maximum practicable competition.

All specifications shall be drafted so as to promote overall economy for the purpose intended and encourage competition in satisfying Augusta, Georgia's needs, and shall not be unduly restrictive. The procedures in this Section apply to all specifications including, but not limited to, those prepared for Augusta, Georgia by architects, engineers, designers, draftsmen, and other consulting persons.

Sec. 1-10-35. Qualified products list.

(a) Augusta, Georgia shall advertise at least once per fiscal year for vendors to register with the Procurement Department the products and services they wish to offer Augusta, Georgia. Augusta, Georgia shall keep an index of these vendors by name and the list shall be cross referenced for products and services. The vendor's name shall be kept for two (2) years or permanently if the vendor continues to offer bids. Records shall be kept as to the number of times a vendor is contacted for informal quotes and other bids. Upon the request of a vendor, the said vendor shall be added or deleted from the list. The use of such a list is not intended to restrict competition. Any vendor may submit, prior to product solicitation, a commodity, product or service to the Procurement Director for review and possible inclusion on the qualified products list.

(b) Vendors shall be removed from the vendor list for the reasons established by the Procurement Director, including, but not limited to:

(1) Declining to offer bids for a two (2) year period.

(2) Failing to satisfactorily meet terms, agreements, or contracts made with the procurement department or the using agency.

(3) Being convicted of criminal offenses in obtaining contracts or convicted of embezzlement, violation of state or federal anti-trust statutes, or any other crime which indicates a lack of business integrity or honesty.

(4) Violating contract provisions or failing to perform without good cause or any other cause which the Procurement Director deems to be so serious as to affect the responsiveness and responsibility of a contractor, including the disbarment or suspension from a vendor's list by another governmental entity.

(5) Violating the standards as set forth in Article II hereof for conflicts of interest.

Sec. 1-10-36. Background information on vendors.

The Department Head and/or the Administrator is directed to provide the bid amount as submitted, information concerning the vendor's previous performance, the service and quality of the products offered, the availability of the goods and services when needed, adherence to delivery schedules, and other criteria pertinent to that particular item, on vendors who have submitted bids, proposals, or contracts for the Commission's consideration. The information is to be included in the backup documents for the Commission's consideration in awarding the contract.

Sec. 1-10-37. Product references in specifications.

(a) *Use.* Product references may be used in specifications, in conjunction with other descriptive narrative, when:

(1) No other design or performance specification or qualified products list is available;

(2) Time does not permit the preparation of another form of purchase description;

(3) The nature of the product or the nature of Augusta, Georgia's requirements dictates the use of a brand name or equal reference in the specification; or

(4) The use of a brand name or equal specification is in Augusta, Georgia's best interests.

(b) *Designation of several products references.* Product reference or equal specifications shall seek to identify as many different product references as are practicable, as or equal references and shall further state that substantially equivalent products to those designated will be considered for award, unless conditions warrant otherwise.

(1) Unless otherwise authorized by the Administrator, product reference or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(2) Where a product reference or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of the product reference is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(c) In all cases where brand name items are requisitioned by any department, the Procurement Director has the authority to determine whether similar products of equal quality offered for sale to Augusta, Georgia at a lower price shall be ordered in lieu of the requisitioned brand name items.

Sec. 1-10-38. Responsibility for specifications.

The using agency shall be responsible for acquiring specifications data for it's procurements. Procurement Department personnel may assist with this task by providing copies of previously used specifications, brochures, or other reference materials. However, the Procurement Director shall have the primary responsibility to develop the data provided by the using agency head into the proper format for the solicitation of bids, proposals, or quotations and ensure that all specifications comply with federal laws, state laws and court ordered enjoinments. All specifications shall be drafted so as to promote free and open competition in satisfying the using agency's needs and shall not be unduly restrictive.

Sec. 1-10-39. Inspection of purchases.

The procurement director, or his or her designee, in conjunction with the using agency or department head shall inspect, or supervise the inspection of, all deliveries of materials, supplies or contractual services to determine their conformance with the specifications set forth in the pertinent purchase order or contract. The Procurement Director may require chemical and physical tests of samples submitted with bids and samples of deliveries, which examinations are necessary to determine quality of the samples and conformance with specifications.

ARTICLE 5

REQUIREMENTS FOR BIDDING OR PROPOSING ON AUGUSTA, GEORGIA CONTRACTS

Sec. 1-10-40. Responsibility of bidders and proposers.

(a) *Determination of responsibility.* The level of responsibility of the bidder or proposer shall be ascertained for each contract awarded by Augusta, Georgia based upon full disclosure to the Procurement Director concerning the person's capacity to meet the terms of the contract and based upon the person's past record of performance on similar contracts, the bidder's quality of work, general reputation in the community, financial responsibility, and previous employment or use by Augusta, Georgia. If an offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Director or the using agency and submitted to the Procurement Director. The failure of an offeror to promptly supply information in connection with an inquiry with respect to the level of responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror or proposer. A copy of the determination shall be sent promptly to the non-responsible offeror. The final determination shall be made a part of Augusta, Georgia's contract file and be made a public record.

(b) *Right of nondisclosure.* Except as required by the Open Records Act, information furnished by an offeror pursuant to this Section shall not be disclosed outside of the Procurement Department, or using agency, by Augusta, Georgia staff without prior written consent by the offeror.

Sec. 1-10-41. Cost or pricing data.

(a) *Required submissions relating to the award of contract.* A prospective contractor shall submit cost or pricing data when the contract is expected to exceed five thousand dollars ($5,000) and is to be awarded by competitive sealed proposals (section 1-10-52; Competitive Sealed Proposals), by sole source procurement authority (section 1-10-56; Sole Source Procurement), or by competitive selection procedures for professional and consultant services (section 1-10-53).

(b) *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on adequate price competition;

(2) The contract price is based on established catalogue prices or market prices;

(3) The contract price is set by law or regulation;

(4) Augusta, Georgia uses an alternative procurement method for obtaining the best value, such as Construction Management at Risk, Design/Build, etc.; or

(5) It is determined by the Procurement Director and approved by the Augusta, Georgia Administrator, in writing, that the requirements of this Section may be waived, and the determination states the reasons for such waiver.

(c) *Required submissions relating to change orders or contract modifications.* A contractor shall submit cost or pricing data prior to the approval of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, whenever the change or modification involves aggregate increases or aggregate decreases of five percent (5%) or more of original bid or proposal price.

(d) *Exceptions*. The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

(1) Unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or

(2) It is determined in a written report by the Procurement Director and approved by the Augusta, Georgia Administrator that the requirements of subsection (c) hereof (Cost or Pricing Data; Required Submissions Relating to Change Orders or Contract Modifications) may be waived, and the determination states the reasons for such waiver.

(e) *Certification required.* Any prospective or current contractor required to submit cost or pricing data in accordance with this Section shall certify that to the best of its knowledge and belief the cost or pricing data submitted was accurate, complete, and current, as of a mutually specified date prior to the

award of the contract, or the pricing of the change order for contract modification.

(f) *Price adjustment provision required in contracts.* Augusta, Georgia contracts shall include a provision stating that when detailed pricing data has been requested by Augusta, Georgia and submitted by the offeror/contractor under the terms of the contract which is later found to be in error, that the price of the products charged to Augusta, Georgia, including profit or fee, shall be appropriately adjusted. Such prices shall be accurate, complete, and current as of the date agreed upon between Augusta, Georgia and the contractor.

Sec. 1-10-42. Cost or price analysis.

A cost analysis or a price analysis, including life cycle costing as appropriate, may be conducted prior to award of a contract. If this technique is to be used, notice shall be provided the bidder/offeror in the bid solicitation or request for proposals. A written record of such cost analysis or price analysis shall be made a part of the contract file.

Sec. 1-10-43. Bid and performance bonds when required.

Bid and performance bonds or other security shall be requested for any contract as the Procurement Director, using agency head, and/or Administrator deem advisable to protect Augusta, Georgia's interest under circumstances specified herein. Any such bonding requirements shall be set forth in the solicitation.

Sec. 1-10-44. Bid security.

(a) *Requirement for bid security.* Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Procurement Director to exceed one-hundred thousand dollars ($100,000).

(b) Bid security shall be a bond provided by a surety company authorized to do business in the State of Georgia or the equivalent in cashier's or certified check (Checks shall be made payable to Augusta, Georgia), or such other security as approved by the Augusta, Georgia General Counsel.

(c) Nothing herein prevents the requirements of such security on construction

and other purchases less than one-hundred thousand dollars ($100,000) when the circumstances warrant such requirements as determined by the Procurement Director and using agency head.

(d) *Amount.* Bid security, when required, shall be in an amount equal to at least ten percent (10%) of the amount of bid or an amount certain specified in the solicitation.

(e) *The bid security of the three (3) lowest bidders shall be held until contract award.* Securities posted by others will be returned shortly after receipt of bids. Except for the three (3) lowest bidders, unsuccessful bidders shall be entitled to the return of the bid security. Upon failure of a successful bidder to enter into a contract within an established time frame after Augusta, Georgia tenders the proposed contract, the bidder shall forfeit the bid security. Upon approval of the contract by the Commission, the remaining bid securities shall be returned.

(f) Upon failure of an offeror to enter into a contract within ten (10) days after the contract is tendered by Augusta, Georgia, the offeror's security is subject to forfeit.

(g) *Rejection of bids/noncompliance with bid security requirement.* When the procurement requires bid security, any bid or proposal submitted without such security shall be rejected and returned to the bidder with a written explanation of the action taken.

(h) *Withdrawal of bids.* Withdrawal of a bid is considered cause to forfeit bid security. However, the bidder may be entitled to the return of its bid security if the bidder is permitted to withdrawn its bid or proposal before award as provided in section 1-10-50(h).

Sec. 1-10-45. Payment and performance bonds.

(a) *Requirement and amount.* When a contract for construction services is awarded in excess of one-hundred thousand dollars ($100,000) the following bonds shall be delivered to Augusta, Georgia, and shall become binding on the parties upon the execution of the contract:

(1) A performance bond in the amount of 100% of the price specified in the contract executed by a surety company authorized to do business

in the State of Georgia, and in a form and fashion satisfactory to Augusta, Georgia; and

(2) A payment bond in the amount of 100% of the price specified in the contract executed by a surety company authorized to do business in the State of Georgia and in a form and fashion satisfactory to Augusta, Georgia.

(b) Nothing in this chapter shall prohibit Augusta, Georgia from requiring other contractors or suppliers of professional services to comply with one or both bonding requirements if so determined by the Augusta, Georgia Administrator, and/or using agency head, to be necessary.

(c) *Reduction of bond amounts.* Prior to the taking of bids, the Procurement Director and architect/engineer or project manager, upon approval of the Administrator, may reduce the amount of performance and payment bonds when a written determination is made that it is in the best interest of Augusta, Georgia to do so, provided Georgia law does not mandate the amount of such bond.

(d) *Authority to require additional bonds.* Nothing in this Section shall be construed to limit the authority of Augusta, Georgia to require other security in addition to those bonds if warranted by the circumstances and other than specified in this Section.

Sec. 1-10-46. Insurance requirements.

Standard ranges and types of coverage shall be determined under the direction of the Augusta, Georgia Administrator and advice of the Augusta, Georgia General Counsel, Risk Management, Finance Director, Procurement Director and other appropriate staff. General requirements shall be reviewed at least once annually. Insurance shall be required within established ranges and for specific purposes for each solicitation and contract, except where otherwise provided for in the AUGUSTA, GA. CODE.

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

(a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The

imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.

(b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).

(c) *Pre-qualification standards*. The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.

(d) *Failure to pre-qualify*. Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.

(e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

ARTICLE 6

PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS

Sec. 1-10-48. Generally.

The following sections provide detailed information concerning the use of the seven (7) source selection methods available for use for the procurement of commodities, services and construction products for Augusta, Georgia. The seven methods are: (1) sealed bids, (2) sealed proposals, (3) special services, (4)

quotations or informal bids, (5) sole source, (6) emergency procurement and (7) annual contracts.

Sec. 1-10-49. Purchase order.

No officer or employee of Augusta, Georgia shall request a vendor to deliver goods, merchandise, materials or supplies to Augusta, Georgia except upon a regular purchase order issued by the procurement agent; however, the provisions of this subsection shall not apply to emergency purchases provided for in this section.

Sec. 1-10-50. Sealed bids selection method.

(a) *Conditions for use.* All contracts of Augusta, Georgia shall be awarded by competitive sealed bidding except as otherwise provided elsewhere in this article (see section 1-10-52-Sealed Proposals; 1-10-53-Professional Services; 1-10-54-Quotations; 1-10-56-Sole Source Procurement; and 1-10-57-Emergency Procurements, of this chapter).

(b) *Invitation for bids and specifications.* An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission.

(c) *Public notice and bidder's list.* Adequate public notice of the invitation for bids shall be given in reasonable time, not less than ten (10) working days prior to the date set forth therein for the receipt of bids.

(1) Public works type contracts with values that equal or exceed one-hundred thousand dollars ($100,000), shall be advertised at least once weekly for at least four (4) weeks prior to opening of bids.

(2) Public notice shall include publication for three (3) days within a ten (10) day period in the legal gazette or newspaper. The public notice minimally shall state the place, date, and time of pre-bid conference and/or bid opening, where specification documents may be obtained, and a brief description of the purchase or sale.

(3) The Procurement Director shall also directly solicit sealed bids from all responsible prospective suppliers whose names appear on the Augusta, Georgia Bidders' List which the Procurement Director shall maintain.

(d) *Pre-bid conference and addendum*. A conference to be conducted by the Procurement Director and using agency head, if appropriate, hearing will be scheduled at least five (5) working days before receipt of bids. While the pre-bid conference is not a requirement, it is strongly recommended and widely used to further acquaint interested bidders with the bid requirements and items to be purchased and vendor input. Any substantive changes to specifications resulting from the pre-bid conference or other vendor/contractor sessions shall be documented in an addendum and communicated to all bidders registered for the procurement action.

(e) *Bid opening*. Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record, and each bid, shall be open to public inspection in accordance with Section 1-10-5 (Public Access to Procurement Information).

(f) *Bid acceptance and bid evaluation*. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

(g) Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include bidder responsibility and responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objective and clearly measurable,

including but not limited to discounts, transportation costs, and total or life cycle costs.

(h) *Correction or withdrawal of bids*. Correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted under the circumstances described below:

(1) Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the Procurement Office prior to the time set for bid opening.

(2) The bidder may withdraw the bid, prior to bid opening, without revealing the amount of the bid, by submitting a new sealed bid and providing written notice of such withdrawal.

(3) After the bid opening, corrections to bids shall be permitted only as to bid price and only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. Otherwise, no changes in bid prices or other provisions of bids shall be permitted.

(4) In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

(i) Such error in the calculation of the bid can be documented by clear and convincing written evidence;

(ii) Such error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn;

(iii) The bidder serves written notice upon the Procurement Director either prior to the award of the contract or not later than forty-eight (48) hours after the opening of bids, excluding Saturdays, Sundays and legal holidays;

(iv) The bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission or

typographical error as opposed to an error in judgment; and

(v) The withdrawal of the bid will not result in undue prejudice to Augusta, Georgia or other bidders by placing them in a materially worse position than they would have occupied if the bid had never been submitted.

(5) In the event that an apparent successful bidder has withdrawn his or her bid as provided in subsection (3) of this Code section, action on the remaining bids should be considered as though the withdrawn bid had not been received. In the event the project is re-let for bids, under no circumstances shall a bidder who has filed a request to withdraw a bid be permitted to resubmit a bid for the work.

(6) No bidder who is permitted to withdraw a bid pursuant to subsection (3) of this Code section shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. (O.C.G.A. § 13-10-22).

(7) All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported in a written report made by the Procurement Director.

(8) Withdrawal after receipt of bids is cause to forfeit bid security unless substantial evidence was presented clearly evidencing the mistake and hardship that would occur to either Augusta, Georgia or the bidder in the event of award.

(i) *Tie bids.* In the event two or more bidders are tied in price while otherwise meeting all of the required conditions, the bid shall be awarded to the business which is located within Augusta, Georgia, or if not within the above, within the State of Georgia. Where this method does not result in the awarding of a bid, the Procurement Director shall call a public forum, cause each bidder or stand-in to write the name of the bidder on paper and placed in a container, the winner to be determined by drawing lots.

(j) *Letting the contract.* The contract shall be awarded or let in accordance with procedures set forth herein. Award shall occur with reasonable promptness

by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

(k) In addition to price and other material factors, the Procurement Director, in consultation with the using agency, shall consider the following in the context of award recommendations:

(1) The ability, capacity, and skill of the bidder to perform the contract or provide the services required,

(2) The capability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interference,

(3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,

(4) The quality of performance on previous contracts,

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,

(6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,

(7) The quality, availability, and adaptability of the supplies or services to the particular use required, and

(8) The number and scope of conditions attached to the bid by the bidder.

(l) *Award to other than low bidder*. When the award is not given to the lowest most responsive and responsible bidder, a full and complete statement of the reasons for awarding the purchase order or other contract shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file.

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as

described above for solicitation and awarding of contracts for goods or services with the following exceptions:

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

(a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals*. Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection*. The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection*. The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or

interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the

technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

1-10-53. Competitive selection procedures for professional and consultant services.

As used in this section professional and consultant services, such as those provided by architects, engineers, investment banking, professional engineering, planning, landscape architects, land surveying, the medical arts, management and analysis, accounting or auditing, psychology or any other similar kind or type of professional practice which are normally obtained on a fee basis. This section shall not be applicable to services provided by attorneys or other professionals retained in connection with legal services. General Counsel shall be responsible for selecting attorneys and litigation related professionals.

(a) *Conditions for use.* The Procurement Director, upon the request or recommendation of the using agency, shall procure professional and consultant services, in accordance with this section.

(b) *Statement of qualifications.* The Procurement Director shall request and maintain statements of interest from persons interested in providing professional and consultant services that shall include a statement of qualifications and performance data for such persons. Each using agency shall encourage professional and consultant firms, which desire to provide services to the agency, to submit statements of qualifications to Procurement Director. Procurement Director may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement. Any person placed on the qualifications list shall be removed if found in violation of any provision of this article or if such person is found in default under any contract with Augusta, Georgia.

(c) *Public notice.* When requested by the using agency, Procurement Director shall issue public notice for requests for proposals from professional and consultant offerors as provided in section 1-10-50(c).

(d) *Selection.* Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award. The selection criteria shall include, but not be limited to, those contained in section 1-10-52(g) and the following:

(1) Previous experience demonstrating competence to perform work or services involved in the solicitation;

(2) Past performance of previous contracts with respect to time of completion and quality of work;

(3) The fee or compensation demanded for the services;

(4) The ability to comply with applicable laws;

(5) The ability to comply with the schedule of the commencement and completion of the services, as required by Augusta, Georgia;

(6) The financial ability to furnish the necessary bonds to the extent necessary;

(7) The financial condition of the offeror; and

(8) The ability to provide staffing of management personnel, satisfactory to Augusta, Georgia.

(e) *Negotiations and award.* Procurement Director shall negotiate a contract with the most responsible and responsive short-listed offeror at compensation that Procurement Director determines in writing to be fair and reasonable to Augusta, Georgia. In making this decision, Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the

second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Procurement Director be unable to negotiate a contract with any of the short-listed offerors, Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Sec. 1-10-54. Informal bids selection methods (standard and small purchases) and authority of Administrator and General Counsel.

(a) *Conditions for use*. Any standard or small purchase contract or purchase order for supplies, services, and construction not exceeding ten thousand dollars ($10,000) in total value may be made in accordance with the purchase procedures authorized in this Section and other applicable provisions of this Article. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.

(b) *Request for quotations and specifications*. Requests for quotations may be issued in writing or by telephone for purchases less than ten thousand dollars ($10,000). In either case, specifications shall be prepared describing the item or service in a form suitable for an appropriate vendor response.

(1) Informal oral bid quotations. Quotes from a minimum of three (3) sources shall be obtained. Maximum purchase under this system is to be five thousand dollars ($5,000), including sales tax. Vendor quotes are to be noted on the requisition for retention. The procurement requirement shall not be artificially divided so as to constitute a purchase to be made by this method.

(2) Informal written bid quotations. Solicitation for written bid quotes shall be obtained from three (3) sources, if available, from the vendor list. The maximum purchase under this system is to be ten thousand dollars ($10,000), including sales tax.

(3) Selection is to be made from the list in the following manner:

(i) Low bidder on last quote;

(ii) Next vendor on list;

(iii) Repeat procedure until all vendors have been asked to quote;

(iv) Begin new rotation of vendors by using the last low bidder on quote.

(c) *Public notice.* Notice in the form of advertisements is not required. However, no less than three (3) vendors/contractors shall be directly solicited, if available, to submit quotations.

(d) *Receipt of quotations.* Quotations shall be scheduled for receipt at a date, time and place certain. The amount of each quote and such other relevant information as the Procurement Director deems appropriate, together with the name of each offeror shall be recorded. The record of each quote shall be open to public inspection in accordance with section 1-10-5 (Public Access to Procurement Information).

(e) *Evaluation.* Quotations shall be evaluated based on the requirements set forth in the request for quotations, which may include bidder responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the quoted price and be considered in evaluation forward shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle costs. No criteria may be used in the evaluation processes that are not set forth in the request for quotations or other notice.

(f) *Correction or withdrawal of quotes.* Correction or withdrawal of inadvertently erroneous quotes before or after the evaluation of the quotes may be permitted under the circumstances described in section 1-10-50(g) (Correction or Withdrawal of Bids).

(g) *Tie quotes.* Shall be handled in the manner described in section 1-10-50 (h) (Tie Bids).

(h) *Award.* Award shall be made to the most responsible and responsive bidder offering the lowest acceptable quotation. The names of the person

submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record. Written quotations are advisable but not expressly required.

(i) *Agency purchases under one-thousand dollars ($1,000)/authority of using agency.* Procurement of an item or article which does not exceed one-thousand dollars ($1,000.00), including any sales tax, shall be exempt from the bid process except that, where applicable, contract vendors shall be used unless substitution is approved in writing and in advance by the Procurement Director. Further, the procurement requirements shall not be artificially divided so as to constitute a small purchase. A reasonable effort shall be made to negotiate price agreements that will cover much of the small purchase volume. For purchases of one-thousand dollars ($1,000) or less in value the using agency head may issue a Purchase Order to acquire commodity and service products. The using agency shall obtain adequate and reasonable competition for the supply, service, or construction being purchased. Further, the using agency head shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the small purchase made. Small purchases under one-thousand dollars ($1,000) may be made by the elected official or using agency head of all using agencies as follows:

(1) Where the purchase does not exceed one-thousand dollars ($1,000) and a Using Agency Purchase Order is prepared and presented to the vendor.

(2) A copy of the purchase order shall be forwarded to Finance and Procurement notifying the Director of Finance and Procurement of the purchase and requesting payment to be made from funds previously allocated to such using agency.

(j) *Limitations on small purchases made by using agencies.* When small purchases are made by the using agency head pursuant to Subsection (i), the following requirements shall be met:

(1) Such purchases are limited to goods and minor services where no contract exists or goods are not stocked by Augusta, Georgia. No equipment and furniture purchases are authorized under subsection (i);

(2) The Using Agency Purchase Orders and original invoices shall be prepared and signed by an authorized party at the using agency level and forwarded to Finance for further processing;

(3) Purchases shall not be divided artificially to constitute a small purchase; and

(4) Using agencies are responsible for checking the availability of funds prior to making any small purchase.

(k) *Authority of Administrator to make small purchases*. The Administrator shall have authority to make purchases, approve annual bids and enter into professional services agreements without Commission approval for products, services and annual bids not exceeding $25,000.

(l) *Authority of General Counsel to settle small cases*. The General Counsel shall have authority to settle pending and potential litigation not exceeding $25,000 without Commission approval.

Sec. 1-10-55. Banking services.

(a) *Vendor and payroll accounts*. Requests for Proposals shall be solicited as provided in section 1-10-52 of this chapter for each of these accounts.

(b) *Accounts other than vendor and payroll accounts.*

(1) Requests for Proposals shall be solicited as provided in section 1-10-52 of this chapter for each such account.

(2) As provided in section 1-10-6, local banks shall be contacted first. For purposes of this section, local banks shall be defined as those banking institutions with a full service banking location in Augusta, Georgia.

Sec. 1-10-56. Sole source procurement.

(a) Notwithstanding other provisions in this Article, whenever it shall be made to appear that by reason of design, capacity, compatibility with other equipment or with machinery, purpose, function or other characteristics an item of procurement required by Augusta, Georgia or one of its departments is obtainable only from one source, the item may be procured by the

Procurement Department through negotiation from the source from which it is available without the necessity of bids or proposals.

(b) Before any item may be obtained under the provisions of this section, however, the requisitioning agency must accompany its requisition for the order with a statement specifying in reasonable detail the reasons why the item should be procured by sole source. This specification of reasons shall be in writing and shall be attached to the requisition at the time it is transmitted to the procurement officer and shall demonstrate due diligence in determining if other sources exist. The due diligence review shall include the research of available sources, contact with professional and trade associations related to the supply, service or construction item or professional or consultant service. There shall also be a written determination which states the sources reviewed, the name of the contractor and the terms of the agreement reached including terms and prices.

(c) If the Augusta, Georgia Administrator, upon considering the requisition and the substantiation therefore, determines that the item should be purchased by sole source procurement and the cost thereof does not exceed twenty-five thousand dollars ($25,000), the Administrator may approve such procurement. If the item exceeds twenty-five thousand dollars ($25,000) in cost, and the Administrator determines that sole source procurement is appropriate, the requisition shall be referred to the Commission for action.

(d) The Procurement Director shall conduct the negotiations as to the terms of the sole source.

(e) The Procurement Director shall draft a letter of justification for the sole source procurement and place in the contract file.

Sec. 1-10-57. Emergency procurement selection method.

Notwithstanding any other provisions of this chapter, the Procurement Director, Augusta, Georgia Administrator or constitutional officer may make or authorize others to make emergency procurement of equipment, supplies, services, general construction, or public works type construction services when there exists a threat to public health, welfare, or safety, or where daily operations are affected; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the

amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file. A written report explaining the determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and a copy of same provided the Augusta, Georgia Commission at their next regular meeting in the case of public works contracts as defined by Georgia Law or other Augusta, Georgia purchases when the value of the purchase exceeds twenty-five thousand dollars ($25,000).

In the event an emergency should arise after office hours or on holidays or weekends which requires immediate action on the part of the using agency involved and where it is not possible or convenient to reach the Procurement Director, constitutional officer, or Administrator, the using agency head is authorized to make purchases. Such purchases shall be well documented, packaged for payment, and forwarded to the Procurement Director within twenty-four (24) hours, if possible, after occurrence.

In the event the Board of Commissioners of Augusta, Georgia determines at an open meeting of which minutes are recorded, that an emergency exists, and there is an immediate need for goods, materials or supplies to relieve said emergency, the Board of Commissioners shall be allowed to approve purchases without bids in the event the Board has determined an emergency exists, but all such declarations of emergency shall be in strict accordance with applicable State law defining "emergency." (1975 Ga. Laws p. 4334 as amended).

Sec. 1-10-58. Annual contracts.

Upon approval of an annual contract by the Board of Commissioners (or the Administrator for annual bids of up to $25,000), any using agency may order supplies or services under such annual contract as needed up to the maximum amount approved in the annual bid.

Sec. 1-10-59. Specific requirements/options for source selection method.

Encumbrance of funds. The Procurement Director shall not execute any contracts or purchase orders, except in the case of certain emergency purchases, until the Finance Department staff certifies, after pre-audit, that there is to the credit of the using agency concerned a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of the purchase.

Sec. 1-10-60. Rejection or cancellation of solicitations; negotiating; re-advertisement.

(a) *Conditions for use.* An invitation for bids/quotes, a request for proposals, or other solicitation may be canceled, or any or all bids may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interest of Augusta, Georgia. The reasons thereof shall be made part of the contract file. Each solicitation issued by Augusta, Georgia shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of Augusta, Georgia. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

(b) *Authority to reject/cancel.* The Augusta, Georgia Commission has the authority to reject/cancel any and all bids, quotes and proposals. The Administrator shall also have the authority to reject/cancel any and all bids, quotes and proposals but may only do so with the authorization of the director of the effected user department.

(c) *Negotiating.* If the low responsive and responsible bid for the project exceeds available funds as certified by the Finance Department staff, and such bid does not exceed such funds by more than twenty percent (20%), the Augusta, Georgia Administrator and the Procurement Director are authorized, when time permits, or economic considerations preclude further re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids.

(d) *Re-advertisement.* In the event that the negotiating process set forth in subparagraph (c), above, is unsuccessful, the Procurement Director may, in the alternative, re-advertise for the purpose of receiving a new set of bids. Therefore, if the lowest and best bid exceeds the budgeted amount and the Augusta, Georgia Commission does not appropriate additional funds, the Procurement Director may readvertise for bids after making sufficient

changes in the specifications to bring the project within budget.

Sec. 1-10-61. Multi-term contract.

(a) *Maximum period.* A contract for services or supplies may be entered into for a period up to five (5) years, provided that the term of the contract and the conditions for renewal or extension, if any, is included in the solicitation and funds are available for the balance of the then current fiscal year. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. All multi-year contracts shall contain a clause which terminates the contract at the beginning of a fiscal year when funds are not appropriated by the Commission for continuation of the contract for that fiscal year.

(b) *Determination prior to use.* Prior to the utilization of a multi-term contract, it shall be determined in writing:

(1) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(2) that such a contract will serve the best interest of Augusta, Georgia by encouraging effective competition or otherwise promoting economies in procurement.

(c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* All multi-term contracts shall include provisions providing that when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled with appropriate notice.

(d) *Renewal of contract.* At least ninety (90) days prior to the expiration of any term of a multi-term contract, the using agency shall submit to the Augusta, Georgia Administrator, a report of the performance of the contract and the agency's recommendation as to the renewal of the contract. The Administrator, after consultation with the using agency and review of the report, and upon appropriate approval, shall renew the contract if renewal is in the best interest of Augusta, Georgia. All other requirements of this Section must be met in order to consummate a renewal.

(e) *Expiration and extension.* Contracts being considered for renewal or re-bid

may be extended by the Administrator for a period of time not exceeding ninety (90) days. Any extensions are subject to the availability of funds and mutual agreement of the vendor/contractor and Augusta, Georgia.

Sec. 1-10-62. Right to inspect facilities.

Official representatives of Augusta, Georgia shall have the right to inspect facilities of a vendor at any reasonable time which is related to the performance of any contract award, bid on or to be awarded by Augusta, Georgia.

Sec. 1-10-63. Right to audit records and contracts and collection of statistical data.

(a) Official representatives of Augusta, Georgia may, at reasonable times and upon reasonable written notice to vendor, inspect the official records of the person or firm pertaining to a contract, change order, or purchase order with Augusta, Georgia when such inspection is required by law, or is authorized by the Administrator in writing as being in the public interest.

(b) Contract audit. Augusta, Georgia shall be entitled to audit the books and records of a contractor or subcontractor under any negotiated contract or subcontract, other than a firm fixed-price contract to the extent that such books, documents, papers and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is authorized in writing.

(c) Collection of statistical data. Augusta, Georgia shall be entitled to collect statistical information relating to such factors to determine whether disparities exist as permitted by law. All contractors and subcontractors under any negotiated contract or subcontract shall collect such information for every Augusta, Georgia contract and shall make such information available upon request.

Sec. 1-10-64. Rebidding or cancellation of existing contract.

In the event a vendor is unwilling or unable to perform a contract or the vendor gives written notice of cancellation of an existing contract, the Procurement Director may immediately pursue a replacement of said contract either by formal

or informal bid procedure as is appropriate, with the approval of the Augusta, Georgia Administrator. The Procurement Director may accept a next lowest bidder. The options selected shall be the most advantageous to Augusta, Georgia.

Sec. 1-10-65. Multiple awards; limitations on multiple awards.

(a) Multiple awards. Unless otherwise provided in this section, or unless otherwise provided by law, two or more offerors may be awarded separate contracts, at the discretion of the Administrator, on the basis of one solicitation for the same or similar work, supplies or services if Augusta, Georgia reserves the right to do so in the solicitation. Multiple contracts may be awarded, in the discretion of the Administrator for the procurement of annual contracts for supplies, annual contracts for construction and annual contracts for services. The solicitation shall also include a statement that Augusta, Georgia may, in its discretion, elect to award only one contract if the Procurement Director, after consultation with the head of the using agency, determines in writing that one contract is sufficient for the needs anticipated by Augusta, Georgia at the level of quality desired. Awards shall be made in accordance with the provisions of this article. Notwithstanding anything contained in this section, however, if multiple awards are not anticipated in a solicitation prior to the deadline established for receipt of bids, proposals or quotations, multiple awards shall not be made under that solicitation.

(b) Prohibition against multiple awards for the procurement of construction or services that are not annual contracts. Except as provided in subsection (a) of this section, or unless otherwise provided by law, multiple contracts shall not be awarded under one solicitation for the procurement of construction or services which are not annual contracts.

(c) *Inapplicability*. This section shall not apply to the grant agreements, inter-governmental agreements or emergency procurements.

ARTICLE 7

Sec. 1-10-66 through Sec. 1-10-75. Reserved.

ARTICLE 8

SUSPENSION OR DEBARMENT OF BIDDER OR PROPOSER

Sec. 1-10-76. Authority to suspend or debar from qualified bidder/proposer list for consideration of contract award.

Authority to debar or suspend. The Procurement Director, after consulting with the General Counsel, is authorized to debar a person for cause from participation in any Augusta, Georgia procurements at any tier and consideration for award of contracts. The debarment shall be for a period of not more than five (5) years. The period of time during which the debarment will be imposed is to be determined by the Procurement Director based upon the severity of the causes for debarment. After consultation with the using agency and General Counsel, the Procurement Director is authorized to suspend a person from participation in any Augusta, Georgia procurement at any tier and consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding the greater of: (1) three months; (2) the period during which administrative review of the suspension is pending; or (3) the period during which judicial review of an administrative decision that was adverse to the suspended firm is pending.

Sec. 1-10-77. Causes for debarment or suspension.

The causes for debarment or suspension include:

(a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract.

(b) Conviction under state and federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as an Augusta, Georgia contractor.

(c) Conviction under state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals.

(d) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Director to be so serious as to justify debarment action:

(1) Deliberate failure to perform in accordance with the provisions or within the time limit provided in any Augusta, Georgia contract.

(2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment. In the event that the contractor asserts in a suspension or debarment proceeding that such recent failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts was caused by acts beyond the control of the contractor, the contractor must introduce documentation from the applicable contract/project in which it provided notice of such acts beyond its control and/or invoked its rights to equitable adjustment or other similar remedies under the applicable contract as a result of force majeure or other similar events; provided, however, that Augusta, Georgia's determination on such issue will be independent from the contract/project at issue. It is insufficient in a debarment proceeding for the contractor to raise this issue for the first time concerning a prior contract under which it failed to perform or performed unsatisfactorily.

(e) For violation of any ethical standards set forth in Article 3, Ethics in Public Contracting.

(f) Submission to Augusta, Georgia of a claim for additional compensation that is without merit, including, but not limited to claims seeking to recoup:

(1) Costs incurred by the contractor but not included in its bid or proposal due to its own error;

(2) Costs that it has already been paid or will be paid under the contract;

(3) Costs asserted simply for the purpose of forcing Augusta, Georgia to consider a settlement at a reduced amount;

(4) Costs that the contractor has not certified pursuant to the contract documents; and

(5) Costs that the contractor would not be entitled to recover under the contract documents, including, but not limited to attorneys fees and interest on unpaid sums.

(g) Material misrepresentation of the composition of the ownership or work force of a business entity registered with Augusta, Georgia as a local small business.

(h) Any other cause the Procurement Director, in consultation with the using agency and General Counsel, determines to be so serious and compelling as to affect responsibility, including, but not limited to, debarment by another governmental entity.

Sec. 1-10-78 . Notice.

The Procurement Director shall issue a written notice of the decision to debar or suspend. The notice shall state the reasons for the action taken and the effective date of the debarment or suspension and shall inform the debarred or suspended person involved of the right to administrative review as provided in this division.

Sec. 1-10-79. Finality of decision.

A decision under this section is final and conclusive, unless fraudulent or any person adversely affected by the decision appeals administratively to the Administrative Services Committee in accordance with the appeals and remedies of Article 9 of this Chapter.

Sec. 1-10-80. Board of Commissioner's initiated debarment.

The Board of Commissioners, by enactment of an appropriate resolution, may request that the Procurement Director initiate an investigation into whether a particular person should be debarred and/or suspended and, after consulting with the General Counsel, the Procurement Director is authorized to debar or suspend such person for cause from participation in any Augusta, Georgia procurements at any tier and consideration for award of contracts.

ARTICLE 9

APPEALS, PROTESTS AND REMEDIES

Sec. 1-10-81. Procurement protests.

Authority to Resolve Protested Solicitations and Awards.

(a) *Right to Protest*. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.

(b) *Authority to Resolve Protests*. The Procurement Director and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

(c) *Decision of Procurement Director*. If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing regarding the protest as specified in Section 1-10-83. The decision shall:

(1) state the reasons for the action taken; and

(2) inform the protester of its right to administrative review as provided in this Article.

(d) *Notice of Decision*. A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.

(e) *Finality of Decision*. A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with Article 9 of this code.

(f) *Stay of Procurements During Protests or Appeals*. In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a

Committee Meeting, a Commission Meeting or may be provided to the protestor in writing.

1-10-82. Filing of protest.

(a) Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**

(b) *Subject of Protest*. Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.

(c) To expedite handling of protests, the written protest shall include as a minimum the following:

(1) the name and address of the protestor;

(2) appropriate identification of the procurement, and, if a contract has been awarded, its number;

(3) a statement of reasons for the protest; and

(4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(d) *Requested Information; Time for Filing*. Any additional information requested by any of the parties should be submitted within the time periods established Procurement Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Procurement Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.

(e) *Making Information on Protests Available*. The Procurement Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where

information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

Sec. 1-10-83. Decision by the Procurement Director

Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. **Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.** Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

Sec. 1-10-87. Notice of hearing.

If a timely appeal is filed by the protestor, the Procurement Director shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

Sec. 1-10-88. Administrative Services Committee hearing procedure and effect of failure to appear at hearing.

(a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a minimum of ten (10) minutes. The Procurement Director and user department shall also have the opportunity to present evidence relating to the protest for a minimum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.

(b) After considering the evidence presented, the Administrative Services Committee shall vote to grant or deny the protest or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the decision made by the Committee, the protest shall be forwarded to the full Commission agenda. However, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda and the Protestor does not have the right to force the item to be moved from the Consent Agenda to the Regular Agenda.

(c) *Effect of Failure to Appear at Hearing*. Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

Sec. 1-10-89. Authority of Administrator to participate in procurement matters.

The Augusta, Georgia Administrator has the authority to:

(a) communicate with the protestor and other interested parties to try to settle any dispute, or narrow the issues for matters to be presented to the Committee or Commission;

(b) consult with the Procurement Director, the User Department and the General Counsel regarding the need for a stay pursuant to Section 1-10-81(f);

(c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

Sec. 1-10- 90. Hearing procedures.

(a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Procurement Director shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.

(b) Witnesses providing testimony at before the Administrative Services Committee or Commission shall testify under oath or affirmation.

Sec. 1-10-91. Determination of Commission; final decision.

The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

Sec. 1-10-92. Contract claims.

Decision of Augusta, Georgia Administrator. All claims by a contractor or vendor against Augusta, Georgia relating to a contract shall be submitted in writing to the Augusta, Georgia Administrator. The contractor or vendor may request a conference on the claims. Claims include, without limitation, disputes arising

under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Sec. 1-10-93. Augusta, Georgia's right to amend bid solicitations or awards that are in violation of law.

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

(a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.

(b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal law, then the solicitation or proposed award shall be canceled.

(c) *After award.* If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:

(1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or

(2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or

(3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated

for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.

ARTICLE 10

TYPES OF CONTRACTS

Sec. 1-10-94. Authority to approve, sign and execute contracts by type.

(a) *Generally*. The following section establishes five (5) types of purchases: (1) major purchases, (2) standard purchases, (3) small purchase, (4) using agency purchase, and (5) emergency purchases.

Each type of purchase has its parameters involving: (1) value of purchase, (2) level of approval required within the organization for the purchase, (3) level of budget authorization given for the purchase, (4) level of authority required for the source selection process, and (5) person within the organization charged with the responsibility to sign the purchase contract document.

(b) *Major purchase contracts*. Capital equipment, construction and all services purchase contracts with a value of one-hundred thousand dollars ($100,000) or more must have:

(1) Specific project concept approval by the Commission;

(2) Specific budget approval (listed in budget) or special funding authorization by the Commission;

(3) Commission approval of the source selection method and award of contract; and

(4) Contract to be signed by the Mayor.

(c) *Standard purchase contracts*. Goods and services purchase contracts with a value less than one-hundred thousand dollars ($100,000) but more than ten thousand ($10,000) must have:

(1) General project concept approval by the Commission and/or Augusta,

Georgia Administrator; and

(2) General budget approval by the Commission and specific budget approval of the Administrator, or special funding authorization by the Commission or the Administrator (if the transfer of funds is necessary and general project concept not approved previously by the Commission); and

(3) Administrator approval of source selection method and award of contract; and

(4) Contract to be signed by the Mayor.

(d) *Small purchase contracts*. Small purchases equal to, or less than, ten thousand dollars ($10,000) but more than one-thousand dollars ($1,000) must have:

(1) General project concept approval by the Commission and/or the Administrator; and

(2) General budget approval by the Commission (e.g. could be specified within a larger account) and specific budget approval of using agency head as designee of the Administrator, or special funding authorization by the Administrator (when transfer of funds is necessary and general project concept not previously approved by the Commission or Administrator); and

(3) Using agency head approval of source selection method and Administrator award of contract; and

(4) Small purchase orders to be signed by the Procurement Director or designee.

(e) *Using agency purchase contracts.* Using agency purchases (as defined elsewhere) of one-thousand dollars ($1,000) or less must have:

(1) General budget approval by the Commission (e.g. could be specified within a larger account) and/or or special funding authorization by the Administrator; and

(2) Using agency head approval of the source selection method and award of contract; and

(3) Purchase order approved by the Procurement Director.

(f) *Emergency purchase contracts.* Emergency purchases (as defined elsewhere) regardless of the amount of the purchase must have:

(1) Specific project concept approval by the Commission or the Administrator; and

(2) General budget approval by the Commission (e.g. could be unspecified within a larger account) and specific budget approval of the using agency head as the Administrator's designee; and

(3) Using agency head approval of the source selection method and award of contract if during non-standard working hours, or by the Administrator during normal working hours; and

(4) Contract/small purchase order to be signed by the Administrator, using agency head, or Mayor based on the value of the purchase.

Sec. 1-10-95. Public works contracts.

Augusta, Georgia is authorized to utilize any construction delivery method, provided that such method places the bidder or offeror at risk for construction; and requires labor or building materials in the execution of the contract shall be awarded on the basis of competitive sealed bidding or competitive sealed proposals.

(a) *Waiver of Technicalities*. Augusta, Georgia shall have the authority to reject all bids or proposals or any bid or proposal that is non-responsive or not responsible and to waive technicalities and informalities.

(b) Modifications or Addenda to Public Works Plans and Specifications. Augusta, Georgia shall not issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72 hour period

prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by O.C.G.A. § 36-91-20(b)(1).

(c) *Change Orders*. Augusta, Georgia bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes open, fair and competitive public bidding on public works contracts.

(d) *Notice to Proceed*. The Procurement Director shall, after consultation with the using agency, issue a Notice to Proceed to the contractor, stating the name of the project, the date upon which the project is to begin, the contact name and telephone number for the using agency and the contract term.

(e) Registration and Participation of Contractors pursuant to the Georgia Security and Immigration Compliance Act and the Immigration Reform and Control Act of 1986. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and shall continue to use the federal authorization program throughout the contract term.

ARTICLE 11

COOPERATIVE PROCUREMENT

Sec. 1-10-96. Cooperative procurement agreement.

Cooperative procurement may be agreed to between Augusta, Georgia and other public procurement units. Written agreements are encouraged so as to clearly document the requirements and any special conditions of purchase should a public solicitation be utilized.

Sec. 1-10-97. Sale, acquisition, or use of supplies.

Augusta, Georgia may sell surplus supplies at the direction of the Administrator. Augusta, Georgia may sell to, acquire from, or use any supplies belonging to another public procurement unit independent of the requirements of Article 6 (Procurement Source Selection Methods and Contract Awards).

Sec. 1-10-98. Cooperative use of supplies or services.

Augusta, Georgia may enter into an agreement with any public procurement unit for the cooperative use of supplies or services under the terms agreed upon between the parties.

Sec. 1-10-99. Joint use of facilities.

Augusta, Georgia may enter into agreements for the common or joint use or lease of warehousing facilities, capital equipment, and other facilities with any public procurement unit under the terms agreed upon between the parties.

Sec. 1-10-100. Use of state contracts.

Augusta, Georgia may procure supplies, services or construction items through contracts established by the Procurement Division of the State of Georgia where such contracts and contractors substantially meet the requirements of the AUGUSTA, GA. CODE.

Sec. 1-10-101. Purchase of surplus and excess property.

Augusta, Georgia may purchase surplus and excess personal and real property from the United States Government or any other public procurement unit upon verification of need, fund availability, and approval by the appropriate level of authority within Augusta, Georgia.

Sec. 1-10-102. Waiver.

Any use of cooperative procurement as described above is independent of the requirements for source selection and contract award as described in Article 6 of this chapter.

ARTICLE 12

CONTRACT ADMINISTRATION AND MANAGEMENT

Sec. 1-10-103. Purpose.

A contract administration system, designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, shall be maintained by the Procurement Director with assistance from the using agency. Effective administration therefore includes the development of concise and competitive specifications, well developed terms and conditions of contract, and prompt, efficient day-to-day administration. Contract administration generally shall be the responsibility of the using agency requesting the commodity, general or construction service, except that certain specialized contracts may be administered by selected trade professionals, e.g., architects, engineers, construction managers, etc.

Sec. 1-10-104. Augusta, Georgia contracts and contract clauses.

(a) Use of model (standard) contracts and clauses. The Procurement Director, after consultation with the Augusta, Georgia Administrator, using agency head, and Augusta, Georgia General Counsel, may establish standard contract clauses for use in Augusta, Georgia contracts for various commodities, services and construction products. Such contracts shall include provisions necessary to clearly define the responsibilities and rights of the parties to the contract.

(b) Provisions of Augusta, Georgia contracts. Whether designed as a model or standard contract provision or specifically tailored for a particular contract, all Augusta, Georgia contracts should include provisions for:

(1) The unilateral right of Augusta, Georgia to order in writing a temporary stopping of the work, or delaying performance that does

not alter the scope, of the contract;

(2) Variations, occurring between estimated quantities of work in contract and actual quantities;

(3) Defective pricing;

(4) Liquidated damages;

(5) Specified excuses for delay or non-performance;

(6) Termination of the contract for default;

(7) Termination of the contract in whole or in part for the convenience of Augusta, Georgia;

(8) Payment procedures;

(9) Hold harmless provisions;

(10) Prohibition against contingent fees;

(11) Suspension of work on a construction project ordered by Augusta, Georgia;

(12) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

(i) When the contract is negotiated,

(ii) When the contractor provides the site or design, or

(iii) When the parties have otherwise agreed with respect to the risk of differing site conditions, and

(13) Insurance requirements.

(14) Contractor's consent to venue in the Superior Court of Richmond County, Georgia;

(15) Provision that the terms of the contract supersedes any and all provisions of the Georgia Prompt Pay Act.

(16) An acknowledgement by all parties contracting with Augusta, Georgia as follows:

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

(17) Use of Augusta, Georgia Landfill. All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material

disposed of, the name and location of the disposal facility, date of disposal and all related fees.

(18) All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

(19) All contracts shall provide that Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

Sec. 1-10-105. Contract modification and price adjustments.

(a) *Modifications*. Every modification to a contract with Augusta, Georgia (except those entered into pursuant to § 1-10-54) shall be subject to approval

by the Commission prior to execution. A contract modification does not require Commission action if a contingency amount has been approved and the contract modification is within that amount and provided the Augusta, Georgia Administrator has been contractually or otherwise specifically designated by the Commission for such purpose.

(b) In instances where the Procurement Director, the using agency head or Administrator, determine that the contract modification or change order cannot be delayed without substantial delay and cost to Augusta, Georgia and funds are available and the appropriate budget transfer is made, the Administrator may authorize the appropriate action.

(c) *Price adjustments*. Adjustments in price in contracts shall be computed in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the contract or subsequently agreed upon;

(3) By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon; and

(4) In such other manner as the contracting parties may mutually agree upon.

Sec. 1-10-106. Retainage.

(a) *Maximum amount to be withheld*. In any contract or subcontract for construction which provides for progress payments in installments based upon an estimated percentage of completion with a percentage of the contract's proceeds to be retained by Augusta, Georgia pending completion of the contract or subcontract, the retained amount of each progress payment or installment shall be no more than ten (10) percent). The retainage may be reduced to five (5) percent after fifty (50) percent of the work is complete if Augusta, Georgia desires.

(b) *When used*. Retainage may be applied to any construction contract, regardless of the dollar amount and its use shall be set forth in the invitation for bids or proposals.

(c) *Release of retainage*. Funds held by Augusta, Georgia as retainage under the

contract shall be released upon completion and acceptance of work except as described in the contract.

(d) *No interest on retainage*. No interest shall be due to any contractor on any sum held as retainage pursuant to any construction contract.

Sec. 1-10-107. Approval of accounting system.

Except with respect to firm fixed-price contracts, no contract type shall be used unless it has been determined in writing by Augusta, Georgia that:

(a) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type completed; and

(b) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

Sec. 1-10-108. Contractual provisions for auditing records.

(a) *Audit of costs or pricing data*. All contracts shall provide that Augusta, Georgia may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who received a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three (3) years from the date of final payment under the contract.

(b) *Contract audit*. All contracts shall provide that Augusta, Georgia shall be entitled to audit the books and records of a contractor or subcontractor at any time under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

ARTICLE 13
DISADVANTAGED BUSINESS ENTERPRISES PROGRAM FOR DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSPORTATION ADMINISTRATION, FEDERAL AVIATION ADMINISTRATION AND OTHER FEDERALLY ASSISTED CONTRACTS

Sec. 1-10-109. Purpose.

The purpose of this Disadvantaged Business Enterprises program is to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, *et. seq.* and/or 49 C.F.R. Part 23, *et. seq.*

Sec. 1-10-110. Definitions.

(a) *Generally.* Those definitions set forth in Chapter 10 of the Code of Ordinances shall also apply to this Article, except as provided in this section.

(b) *Specifically.*

(1) Airport Concessionaire Disadvantaged Business Enterprises (ACDBEs) means a concession that is a for-profit small business concern that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individual; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(2) Department of Transportation (DOT) means the U.S. Department of Transportation, including the Office of the Secretary, the Federal

Highway Administration (FHWA), the Federal Transit Administration (FTA) and the Federal Aviation Administration (FAA).

(3) Disadvantaged Business Enterprise (DBE) means a for-profit small business concern that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(4) DOT assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letter of credit or loan guarantees, except a contract solely for the purchase of land.

(5) Good faith efforts means efforts to achieve a DBE goal or other requirement which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Sec. 1-10-111 Limitations.

This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements.

Sec. 1-10-112. Policy statement.

Augusta, Georgia is committed to ensuring that all DBE requirements of federal and state funded contracts will be implemented by Augusta, Georgia. The Director of minority and small business opportunities shall serve as the DBE Liaison Officer and is responsible for accomplishing the objectives of this program. The objectives of this DBE program are:

(a) To ensure nondiscrimination in the award and administration of DOT, FTA, FAA and other contracts covered by this program, including highway, transit, and airport financial assistance programs;

(b) To create a level playing field on which DBEs can compete fairly for DOT, FTA, FAA and other contracts covered by this program;

(c) To ensure that the this DBE program is narrowly tailored in accordance with applicable law;

(d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;

(e) To help remove barriers to the participation of DBEs in DOT, FTA, FAA and other contracts covered by this program;

(f) To assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and

(g) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Sec. 1-10-113. DBE liaison officer.

The Chief Executive Officer concerning DBE Program matters for Augusta, Georgia shall be the Mayor of Augusta, Georgia. Augusta shall have a DBE Liaison Officer who shall have direct, independent access to the Mayor concerning DBE Program matters. The DBE Liaison Officer shall have the following duties and responsibilities:

(a) Gathering and reporting statistical data and other information as required by DOT, FTA, FAA and other contracts covered by this program.

(a) Reviewing third party contracts and purchase requisitions for compliance with this program.

(b) Working with all departments to set overall annual goals or as required by federal law.

(c) Ensuring that bid notices and requests for proposals are available to DBEs in a timely manner.

(d) Identifying contracts and procurements so that DBE goals are included in solicitations covered by this DBE Program.

(e) Analyzing Augusta, Georgia's progress toward attainment and identifying

ways to improve progress.

(f) Participating in pre-bid meetings.

(g) Advising the Commission on DBE matters and achievement.

(h) Providing DBEs with information and assistance in preparing bids, obtaining bonding and insurance.

(i) Planning and participating in DBE training seminars.

(j) Certifying DBEs according to the criteria set by DOT and FTA and acting as liaison to the Uniform Certification Process in Georgia.

(k) Providing outreach to DBEs and community organizations to advise them of opportunities.

(l) Maintaining the DBE bidder's list for DOT, FTA and other contracts covered by this program as provided in § 1-10-117.

(m) Ensuring that all aspects of this DBE Program are complied with by participants and using agencies.

Sec. 1-10-114. DBE financial institutions.

For projects containing federal or state mandated DBE requirements, Augusta, Georgia must thoroughly investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in Augusta, Georgia and must make reasonable efforts to use these institutions and encourage prime contractors to use these institutions.

Sec. 1-10-115. Prompt payment mechanisms.

(a) For projects containing federal or state mandated DBE requirements, Augusta, Georgia will include a contract clause requiring prime contractors to pay subcontractors for satisfactory performance for their contracts no later than thirty (30) days from receipt of each payment made by Augusta, Georgia to the prime contractor.

(b) Augusta, Georgia will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed by using one or more of the following methods:

(1) Declining to hold retainage from prime contractors and prohibiting prime contractors from holding retainage from subcontractors.

(2) Declining to hold retainage from prime contractors and requiring a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

(3) Holding retainage from prime contractors and providing for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within thirty (30) days after Augusta, Georgia's payment to the prime contractor.

(4) Requiring a contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

(5) Requiring a contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(c) Augusta, Georgia shall have the power and authority to enforce all of the provisions of this subsection and may implement suspension and debarment for non-compliance as provided in Article 8.

Sec. 1-10-116. Wage requirements for federally funded projects.

Wage requirements. When a project has federal funds, the prevailing wages paid shall correspond as nearly as practicable to those prescribed in the Federal Davis Bacon Act when required. The wage scale shall be posted by the contractor in a

prominent and easily accessible place at the site of work in accordance with Federal Government requirements.

Sec. 1-10-117. DBE bidder's list for federally assisted contracts.

(a) The DBE Liaison Officer will maintain a bidder's list, consisting of information about all DBE and non-DBE firms that bid or quote on federally assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidder's list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of firms and the types of work each firm has been certified to perform as a DBE. The DBE Liaison Officer shall revise the bidder's list at least annually and make updated information available to contractors and the public.

(b) The DBE Liaison Officer may collect this information in the following ways:

(1) Including a contract clause in all DOT and FTA assisted contracts requiring prime bidders to report the name, address, DBE/non-DBE status and gross receipts of all firms who quote to them on subcontracts.

(2) Submitting surveys of a statistically sound sample of firms in the Augusta, Georgia regional area.

(3) Including a notice in solicitations and on the Augusta, Georgia website requesting that firms quoting on subcontracts submit their name, address, DBE/non-DBE status and gross receipts directly to the DBE Liaison Officer.

Sec. 1-10-118. Overconcentration of DBE firms in certain types of work.

(a) The DBE Liaison Officer shall annually review the availability of DBE and non-DBE firms in the different types of work which Augusta, Georgia utilizes and make a preliminary determination as to whether DBE firms may be so overconcentrated in a certain type of work as to unduly burden the opportunity of non–DBE firms to participate in one or more types of work. Any preliminary determination by the DBE Liaison Officer shall be submitted to the concerned DOT or FTA operating administration for a final determination of overconcentration.

(b) Subject to approval required in subsection (c) below, when an overconcentration of DBE firms in a certain type of work is determined to exist, the DBE Liaison Officer may provide: technical assistance, business development programs, mentor-protégé programs, and other appropriate measures designed to assist DBEs in performing work outside of the specific field in which there is an overconcentration of DBE firms.

(c) Before implementing any of the measures provided in subsection (b) above, the DBE Liaison Officer shall obtain the approval of the concerned DOT or FTA operating administration.

Sec. 1-10-119. Compliance with DBE Program requirements.

(a) All prime contractors and subcontractors choosing to participate in a project subject to this DBE Program must comply with all parts of this program as well as all federal, state and local law applicable to such projects.

(b) The DBE Liaison Officer shall, for every project subject to this DBE Program, keep and maintain a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. In reports of DBE participation to the Department, the DBE Liaison Officer shall display both commitments and attainments.

(c) Augusta, Georgia shall not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any solicitation, bid or contract on the basis of race, color, sex, or national origin.

(d) The DBE Liaison Officer is responsible for submitting DOT form 4630 to the FTA and FHWA on a quarterly basis and to the FAA as required by 49 C.F.R. Part 26 or 49 C.F.R. Part 23.

Sec. 1-10-120. DBE Program overall goals.

(a) The DBE Liaison Officer shall establish an annual overall goal for this program in accordance with 49 C.F.R. Part 26 and shall annually submit such goal to FHWA, FTA or FAA as appropriate. Neither quotas nor set-

asides for DBEs are permitted in this program. Augusta, Georgia may only use the means authorized by 49 C.F.R. Part 26.51 to meet overall goals.

(b) For ACDBE projects the DBE Liaison Officer shall establish goals in compliance with 49 C.F.R. Part 23.21, *et. seq.*

Sec. 1-10-121. Severability.

Should any section, paragraph, subdivision, clause, phrase, or provision of this chapter be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this chapter as a whole or any part or provisions thereof, other than the part so decided to be invalid or unconstitutional.

Chapter 10B

LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM

Sec. 1-10-122. Title.

Augusta, Georgia Local Small Business Opportunities Program ("LSBOP").

Sec. 1-10-123. Objective.

Augusta, Georgia is firmly committed to the principles of equal opportunity and in keeping with these principles, hereby sets forth a program and establishes a mechanism for developing, approving, and implementing procedures by which local small business enterprises shall be identified, informed and educated regarding opportunities for supplying goods, general services, and construction services required by Augusta, Georgia, and providing for objectives for bidders to incorporate the use of Local Small Businesses as commercially useful sub-contractors, thereby promoting balanced economic and community growth throughout Augusta, Georgia. The LSBOP is a race and gender-neutral program.

Sec. 1-10-124. Policy, intent and purpose.

(a) *Policy*. It is the policy of Augusta, Georgia that all necessary and reasonable steps shall be taken to ensure that local small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through the Augusta, Georgia governing authority. Further, the Augusta, Georgia Commission has determined as a means to ensure full economic participation by small local business that a mechanism for developing, approving and implementing a LSBOP is required.

Augusta, Georgia has established the LSBOP to promote opportunities for registered Local Small Business to participate in Augusta, Georgia's contracting and procurement activities by requiring contractors to utilize registered Local Small Businesses to perform commercially useful functions to the maximum extent possible and as economically feasible, as partners or subcontractors for service delivery or as suppliers of various goods required in the performance of a contract. This LSBOP is in addition to and shall not supplant the Local Preference of Code § 1-10-6.

(b) *Intent and Purpose.* The Augusta, Georgia Local Small Business Opportunity Program is established to encourage equal opportunity,

diversity, and equity in Augusta, Georgia's contracting and procurement activities. In a race and gender neutral manner, the Program will promote fair and equal opportunities for all local small businesses. It is specifically intended that the encouragement of local small businesses will allow for the development and growth of such businesses to increase competition for construction and procurement opportunities.

(1) It is the intent and purpose of this Program to encourage equal opportunity in Augusta, Georgia's contracting and procurement and to eliminate discrimination and the effects of past discrimination therein.

(2) It is also the intent and purpose of this Program to encourage the use of the Local Small Business Opportunity Program, which will have the benefit to Augusta, Georgia of assisting the local economy with job formation while remedying the discrimination against minority owned business enterprises in the Augusta, Georgia contracts and procurement in a race and gender-neutral manner.

(3) It is also the intent and purpose of the LSBOP to develop evidence relevant to whether future race and gender conscious programs are necessary to remediate the effects of past or current discrimination, as required by applicable laws.

Sec. 1-10-125. Definitions.

(a) *Generally*. Those definitions set forth in Chapter 10 of this Code shall also apply to Chapter 10B, except as provided in this section.

(b) *Specifically*.

(1) *Citizen's Small Business Advisory Board (CSBAB)*. Is a council to advise the Commission and the Director of minority and small business opportunities of matters pertaining to the LSBOP, and to meet with small businesses to review and advise as to the issues in program administration. *See* Ga. Laws 1995, p. 3648, § 14(d) (hereinafter Consolidation Act).

(2) *Commercially Useful Function*. For the purpose of determining whether a registered Local Small Business is performing a commercially useful function, Director of minority and small

business opportunities shall consider all of the facts in the record, viewed as a whole, including without limitation the following:

(i) A Local Small Business performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

(ii) To perform a commercially useful function, the Local Small Business must be responsible, with respect to material and supplies used on the contract or sub-contract for which it is engaged, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(iii) A Local Small Business does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Local Small Business participation. In determining whether a Local Small Business is such an extra participant, the Director of minority and small business opportunities will examine similar transactions, particularly those in which Local Small Businesses do not participate.

(3) *Director of minority and small business opportunities*. The person designated by the Commission "to serve as equal employment opportunity director and as director of minority and small business opportunities" in accordance with § 14(c) of the Consolidation Act.

(4) *Good Faith Efforts*. Techniques used by a bidder/proposer to seek Local Small Businesses to participate as a subcontractor or supplier required to fulfill the bid/proposal request for participation. Such good faith efforts of a bidder/proposer include, but are not necessarily limited to, the following actions:

(i) Including qualified local small businesses in the prime contractor's solicitations for subcontractors and suppliers.

(ii) Assuring that local small businesses are solicited whenever such business enterprises can perform a commercially useful function.

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of local small businesses.

(iv) Establishing delivery schedules, where the requirements of the prime contract permit, which encourage participation of local small businesses.

(v) Using the services and the assistance of the Director of minority and small business opportunities in the identification of qualified local small business and negotiating subcontracts and supply contracts with such enterprises.

(vi) Requiring each first tier subcontractor to take the affirmative steps outlined in sub paragraphs 1 through 5 above with respect to the identification and usage of second or third tier sub-contractors.

(vii) Placing notices of opportunities for qualified local small business to perform subcontracting work on the eligible project in newspapers, trade journals, and other relevant publications, including publications specifically targeted to local small businesses, or communicating such notices of opportunities via the Internet or by other available media or means.

(viii) Designating portions of the work for local small businesses subcontracting in trades with available local small business subcontractors.

(ix) Providing a minimum of five (5) days notice to local small businesses when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

(5) *Gross Receipts.* Total income or, in the case of sole proprietorship gross income, plus "cost of goods sold" as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms; Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for sole proprietorships.

(6) *Joint Venture.* An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge.

(7) *Local Small Business.* A corporation, sole proprietorship, partnership or other business organization that meets the requirements for registration as such with Augusta, Georgia in accordance with Section 1-10-128 of this Code.

(8) *Monthly Utilization Report or MUR.* A memorialization by a prime contractor of all subcontracting and Local Small Business participation utilized on a contract. Contractors/vendors are required to submit the Monthly Utilization Reports on all subcontracting participation to the Director of minority and small business opportunities.

(9) *Non-Discrimination Statement.* Written affirmation made by a bidder relating to the bidder's conduct prior to submission of a bid as well as after award of a contract that the bidder agrees to:

(i) Follow the policies of Augusta, Georgia relating to the participation of local small businesses.

(ii) Undertake certain measures to ensure the maximum practicable participation by local small businesses; and

(iii) Not engage in discriminatory conduct against local small businesses inconsistent with this Policy.

(10) *Personal Net Worth.* Net value of the assets of an individual owner, after total liabilities are deducted must not exceed seven hundred and fifty thousand dollars ($750,000). An individual's Personal Net Worth does not include the individual's ownership interest and the individual's equity in his or her primary place of residence. An individual's Personal Net Worth includes his or her share of assets held jointly with the individual's spouse. Property held by the entireties is deemed to be owned equally by the spouse.

(11) *Prime Contractor.* A person or firm who is awarded a contract from Augusta, Georgia for provision of goods or services and has the

primary responsibility for performance of the contract. The Prime Contractor may subcontract portions of the work required to Subcontractors, as indicated in the bid or solicitation documents.

(12) *Registered Local Small Business.* Any business entity registered by the Director of minority and small business opportunities, providing goods or services, which has its principal office and place of doing business in Augusta, Georgia; with three (3) year average gross annual receipts being not more than one and one half million dollars ($1,500,000); and whose owners meet the personal net worth threshold, all as defined herein. The term Local Small Business shall also include a manufacturer with seventy-five (75) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues.

(13) *Schedule of local small business participation.* Written data sheet which is a required submittal for a bid or proposal that lists proposed local small business subcontractors and the estimated value of proposed sub-contracts.

Sec. 1-10-126. Application; effective date.

Except as otherwise provided, this ordinance shall apply to all bids, proposals, contracts, expenditures and purchases commenced by Augusta, Georgia except sole source or emergency procurements and certain federally funded projects as provided herein. The effective date of this ordinance shall be the date it is approved by the Augusta, Georgia Commission.

Sec. 1-10-127. Program administration.

(a) *Services to be provided by the Local Small Business Opportunities Program.* The Director of minority and small business opportunities shall have the primary responsibility to assure that the LSBOP is effectively and equitably carried out in Augusta, Georgia. Other Augusta, Georgia officials, the Procurement Director, Department Directors and management personnel shall give their full cooperation towards the implementation of the LSBOP.

(b) *Program.* The LSBOP administration consists of performing vendor registration, education and outreach, and review of bid and proposal documents. Specifically, the program shall consist of:

(1) Developing and administering local small business registration criteria and procedures.

(2) Establishing and maintaining a directory available to the public of registered local small businesses capable of supplying the type and quality of equipment, supplies, general services, construction, and professional services required by Augusta, Georgia.

(3) Regularly seeking out and registering new local small businesses to bid on Augusta, Georgia purchases and solicitations.

(4) Notifying vendors of their registration status and advising non-registered parties of their right to appeal the denial of registration which shall be filed with the Director of minority and small business opportunities within five (5) days of receipt of such notice.

(5) Developing annual forecasts and periodically updating same based on a review of anticipated purchases and registered local small businesses.

(6) Monitoring and reporting on legislative and judicial actions relevant to local, small business interests.

(7) Reviewing specifications and bid documents with the Procurement Department to ensure maximum opportunities for registered local small businesses to compete on an equal basis for contracting opportunities and to perform commercially useful functions.

(8) Convening and/or participating in information sessions with local small businesses regarding bid requirements and contract performance.

(9) Providing technical assistance, conducting seminars, visiting vendors, and performing other outreach services to encourage and increase participation in Augusta, Georgia's bidding process by local small businesses.

(10) Exploring and developing other means of expanding the program, and attracting and increasing local small business participation including joint efforts with other governmental agencies and authorities.

(11) Refer local small businesses to third party development assistance providers when appropriate for bonding, financial and technical assistance.

(12) Attend pre-bid, pre-qualification or pre-proposal conferences to provide information on the LSBOP.

(13) Preparing and presenting an annual LSBOP report to the Augusta, Georgia Commission.

(14) Assist prime contractors and other potential bidders in identifying and contacting local small businesses.

(15) Develop outreach programs specifically targeted to educate local small businesses about the LSBOP.

(16) The Director of minority and small business opportunities shall work with User Departments to set contracting goals for each project over $100,000 to include those with subcontracting and/or supplier possibilities. The Director of minority and small business opportunities and User Departments shall have the authority to reduce or eliminate such local small business goals on a project based on the type of contract, the type of subcontracting work that will be required, and the availability of local small businesses.

(17) At Risk Management Construction Project Prime bidders will also be subject to the contract goals for subcontractors.

(18) Augusta, Georgia shall indicate goals for local small businesses in Project Specific solicitations over $100,000 to provide opportunities for local small business participation.

(19) Where a bid provides a goal for local small business participation, the Director of minority and small business opportunities and User Department shall recommend a bidder be awarded a contract only where the bidder has demonstrated Good Faith Efforts to meet the designated goals.

(20) Notify all registered vendors of formal bid opportunities through direct solicitation or public advertisement, including information on the LSBOP.

(21) Work with project managers or user agencies to divide larger projects into smaller projects or contracts when commercially appropriate, in order to create more opportunities for local small businesses to participate in contracts let by Augusta, Georgia.

(22) Provide data and technical assistance to support the outreach efforts of the LSBOP as necessary and appropriate.

(23) Ensure specifications are open and competitive.

(24) The Director of minority and small business opportunities, the Using Agency and the Finance Director, may make special provision for progress payments as deemed reasonable to assist local small businesses to carry out the terms of a contract.

(25) When a local small business is awarded a contract with Augusta, Georgia, the Procurement Director may furnish written confirmation of the same, providing the terms of the contract which may be used by the local small business in negotiating lines of credit with lending institutions.

(c) *Evaluation of the Local Small Business Opportunity Program*. The LSBOP shall be evaluated on an annual basis. Each annual report shall be compiled by the Director of minority and small business opportunities and shall compare the fiscal year ending with the previous fiscal year. Evaluation of the program may include:

(1) Number of local small business firms registered;

(2) Training and technical assistance offered to local small businesses;

(3) Dissemination of LSBOP information at pre-bid conferences; and

(4) Evaluation of the effectiveness of the local small business in relation to the achievement of Augusta, Georgia's goals set forth under this policy, including the utilization of local small businesses on contracts.

Sec. 1-10-128. Registration and certification procedures.

(a) *Registration Criteria; acceptance of certification by other governmental agencies.* The LSBOP requires prior registration or evidence of current certification by other governmental agencies Local Small Business in order to count the participation of that toward program goals. Eligibility requirements for registration are:

(1) Certification as to small business status may be accepted from other local governmental, state or federal agencies that apply criteria substantially similar to that imposed by this ordinance.

(2) Applicant firm must complete an appropriate application form obtained from the Director of minority and small business opportunities and must qualify as a local small business, as the term is defined in this Article as to principle place of business, gross annual receipts and personal net worth thresholds.

(3) Applicant firm must have its principal place of business located within the geographic limits of Richmond County. A location utilized solely as a post office box, mailbox, mail drop, virtual office, telephone message center, or any combination thereof, with no substantial work function, shall not be deemed to be a significant local presence sufficient to qualify as a local small business.

(4) Applicant firm must possess a valid Augusta, Georgia business license for six (6) months prior to submitting their LSBOP registration application;

(5) The firm's three (3) year average annual gross receipts, as defined herein, must not exceed $1.5 million ($1,500,000) in annual gross receipts; the annual gross receipts limitation shall not apply to manufacturers with seventy-five (75) employees or less or wholesalers with fifty (50) employees or less.

(6) Applicant firm owner must be a citizen or lawfully admitted permanent resident of the United States;

(7) Applicant firm must be a business, including a sole proprietorship, partnership, corporations, limited liability company, or any other business or professional entity:

(i) which is at least fifty-one (51) percent owned by one (1) or more of the applicant individuals identified, and the ownership must have been in existence for one (1) year or more; and

(ii) in the case of a publicly-owned business, at least fifty-one (51) percent of all classes of stock which is owned by one (1) or more of such persons, each of whom meets the net worth criteria as defined herein.

(8) No individual owner of an applicant firm, or if a sole proprietorship or partnership the individuals themselves, may have a personal net worth that exceeds $750,000, as that term is defined in this Article.

(9) No local small business shall be registered on the basis of the race or gender of its ownership regime.

(b) *Renewal of Registration*. Local small business registration is valid for a two-year period beginning on the date Augusta, Georgia registers the business. To re-apply, a local small business must submit a new application and evidence of continuing eligibility.

It is the responsibility of the local small business to notify the Director of minority and small business opportunities of any change in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's de-registration and preclusion from future participation in the LSBOP;

(1) A Local Small Business that no longer meets registration criteria shall not be re-registered by the Director of minority and small business opportunities;

(2) Firms that have been denied registration or re-registration may protest the denial as follows:

(i) Within five (5) days of receipt of denial of registration or re-registration, the firm may protest such action in writing to the

Director of minority and small business opportunities. Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.

(ii) A hearing shall be held by Augusta, Georgia Administrator (or his or her designee) at which time the firm may present additional facts and evidence in support of its eligibility. Augusta, Georgia Administrator (or his or her designee) shall control all aspects of the hearing, including scheduling, conduct, witnesses, and evidence, and may request the attendance of witnesses and production of particular documents.

(iii) Augusta, Georgia Administrator shall send written notice of the decision to the firm within thirty (30) days of the hearing.

(iv) A firm found to be ineligible cannot apply for registration or re-registration for a period of one year after the effective date of the final decision.

(c) *Limitations*. Notwithstanding any other provision of this program except on a finding of good cause by Augusta, Georgia, a registered local small business is no longer eligible to participate in the LSBOP after being enrolled for ten (10) consecutive years regardless of whether the firm received contracts or prime contracts under the program. If a firm has been released from the program before graduation as a result of exceeding the LSBOP thresholds, it will still be eligible to receive contracts from Augusta, but such participation will not be counted toward the LSBOP goal of identifying and employing local small businesses to the greatest extent possible.

In determining whether a good cause exists for a firm to continue participation beyond ten (10) consecutive years, Augusta may review all relevant factors such as amount of business previously received by the firm, and capability of other small firms to provide goods and services, impact on a potential contract opportunity for other local businesses to compete. In no event shall a firm's participation in the program extend beyond fifteen (15) years.

Participation or registration as a local small business in the LSBOP shall not preclude a registered firm from competing for a prime contract with Augusta, Georgia on the same basis as other prime contractors or suppliers.

(d) *Graduation.* Augusta, Georgia shall graduate a local small business from eligibility as a local small business. The local small business will be graduated from local small business if any one of the following occurs:

(1) The local small business' gross revenues in each of the previous consecutive three (3) years exceed an average of $1.5 million;

(2) The net worth of any owner of a local small business exceeds an average of $750,000 for each of the previous consecutive three (3) years, exclusive of principal residence and the value of the local small business; or

(3) The local small business has participated in the LSBOP for ten (10) years and Augusta, Georgia has not approved an extension of participation based on good cause.

Sec. 1-10-129. Local small business opportunities program participation.

(a) *Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing.* The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over $100,000 in value:

(1) Bid conditions, requests for proposals, and all other specifications for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(3) For all such contracts, the Procurement Department will provide the Director of minority and small business opportunities with a copy of the invitation to bid or bid specifications including scope of work. The Director of minority and small business opportunities will identify the existence of registered local small businesses which are qualified to submit bids as prime contractors.

(4) The Director of minority and small business opportunities shall identify subcontracting opportunities and shall make available trade-specific lists of registered local small businesses to potential prime contractors. Prime contractors are encouraged to form Joint Ventures with local small businesses to perform major contracts, particularly in the areas of construction and professional services.

(5) Within thirty (30) days of the adoption of this Ordinance, the Procurement Department will include a copy of this ordinance in each bid or proposal package or shall publish and make available an internet link at which the LSBOP Ordinance and related forms may be found on the official website of Augusta, Georgia.

(6) All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.

(7) Before advertising and soliciting bids, the Director of minority and small business opportunities and using department will assess if large contracts can be segmented into multiple contracts. Methods to be considered include:

(i) The term of a contract may be shortened that results in a dual effect; the reduction of quantity required, and the risk inherent in guaranteeing prices over a longer period of time.

(ii) Work to be performed may be grouped according to geographic location within Augusta, Georgia.

(8) When the Solicitation bid document contains a local small business goal, each Bidder must either: meet the local small business goal or comply with the Good Faith Effort requirement set for in section 1-10-125(b)(4). **Failure to do so constitutes grounds for rejecting the Bid.**

(9) When the Solicitation bid document does not contain a local small business goal, each bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord.

(10) Self-Performance. Self performance does not exempt Bidders from the LSBOP requirements unless the self performer is a qualified and registered local small business. Bidders that do not meet the local small businesses goal and desire to self-perform all or part of the construction contract must nevertheless demonstrate that they complied with the Good Faith Efforts requirements as set forth in section 1-10-125(b)(4).

(b) *Departmental Purchase Requirements (All Formal Bids over $100,000).* User Departments making purchases or issuing solicitations for projects over $100,000 (including project management, contract management, and/or construction, and/or design contracts) shall have the following duties and responsibilities with regard to the LSBOP:

Departments shall:

(1) Establish Project Specific Goals on all projects $100,000 and above.

(2) Submit the scope of work and cost estimate evaluations to the Director of minority and small business opportunities so appropriate local small business subcontracting goals may be determined.

(3) Assist the Director of minority and small business opportunities with setting Project Specific Goals.

(4) Assist in identification of available local small businesses.

(5) Gather and maintain data for those contracts which they manage.

(6) Submit subcontracting data to the Director of minority and small business opportunities within fourteen (14) days of progress payments and thirty (30) days of contract closeout.

(7) Submit to the Director of minority and small business opportunities, on or before the beginning of each Fiscal year, the Department's annual list of projects, listing all upcoming projects, estimating the probable monetary value, and stating the projected bid advertisement date.

(8) Indicate goals for local small businesses in solicitations for contracts that provide opportunities for local small business participation.

(9) Work with User Departments to monitor contracts to facilitate prompt payments to local small business and to be in compliance with Project Specific Goals and commitments.

(10) Track and report statistics regarding the effectiveness of the LSBOP, as measured by a review of data indicating prime and subcontractor spending with local small business, as required by the policies and procedures.

(c) *Methodology for Setting Local Small Business Project Specific Goals*. The Director of minority and small business opportunities in consultation with User Department shall establish a local small business goal for all contracts through rules and guidelines for the implementation of the LSBOP. Such methodology shall take into account the reasonably known availability of subcontracting opportunities that local small businesses can perform on each contract. Local small business goals should be calculated based upon specific contracting, subcontracting, and/or supplier opportunity and the availability of local small business registered in Augusta, Georgia's directory. For federally funded projects, this will be achieved by applying the Federal Guidelines for setting Goals 49 CFR Parts 26-45.

(d) *Post Contract Award Requirements*. The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that: (a) The contractor will not meet the committed local small business goals; and (b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(2) Exceptions. A contractor shall not be deemed in violation of this Program for failure to meet the committed local small business goal to the extent such failure is directly attributable to:

(i) Augusta, Georgia reducing the scope of a contract so as to eliminate or reduce work that was going to be performed by local small businesses (whether through a change order, contract amendment, force account or otherwise);

(ii) A local small businesses voluntary withdrawal from the project, if the contract demonstrates that such withdrawal was beyond the contractor's reasonable control, so long as the contractor complied with the Good Faith Efforts to replace the local small business with another local small business; or

(iii) Termination or reduction in the work of a local small business, if the contractor demonstrates that such termination was consistent with the terms of this Program, and that the contractor complied with the Good Faith Efforts to replace the local small business with another local small business.

(3) Contractors have an ongoing, affirmative obligation to ensure that local small businesses performing on the contract are performing a Commercially Useful Function. A contractor shall be in violation of the LSBOP and in breach of its contract if it lists a local small business to receive credit toward a committed local small business goal with knowledge that the local small business will be acting as a conduit or will otherwise not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the contractor will be seeking credit.

(4) Contractors shall not terminate, replace or reduce the work of a local small business that the contractor has counted toward meeting the committed local small business unless:

(i) The local small business refuses to enter into a contract consistent with the local small business' Letter of Intent;

(ii) The local small business materially breaches its contract with the contractor;

(iii) Augusta, Georgia reduces the contract scope of work so as to eliminate or reduce the work that the local small business was to perform; or

(iv) The local small business voluntarily withdraws from the contract for reasons not within the contractor's reasonable control.

(5) Contractor shall provide the User Department, the Director of minority and small business opportunities and the Procurement Director written notice prior to replacing or terminating a local small business on a contract. The notice shall identify the local small business and the contract; state the reason for the termination or replacement and state the proposed date on which such termination or replacement will occur. Unless the circumstances necessitate immediate termination or replacement, the contractor shall provide such notice to the User Department, and the Director of minority and small business opportunities at least five (5) Business Days before the contractor terminates the local small business. The contractor shall further provide written notice to the local small business stating the reasons for the termination. Unless circumstances dictate otherwise, the contractor shall provide such notice before termination is to occur.

(6) Good Faith Efforts to replace a local small business to a contract. When a local small business withdraws or is terminated from a contract for any reason, the contractor shall comply with the Good Faith Efforts requirement to replace the departing local small business with another local small business. Likewise, when new opportunities for subcontracting arise on a contract and Augusta, Georgia sets a supplemental local small business goal, the contractors shall comply with the Good Faith Efforts set in an effort to meet the supplemental local small business goal.

(7) Utilization Reports and Documentation of Payment. Contractors shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

(e) *Departmental purchase requirements (small purchases, quotations, or informal bids)*. Subject to the dollar limits set forth under Augusta, Georgia ordinance, departments are authorized to make small purchases using Agency Purchase Orders. Departments shall be directed by Augusta,

Georgia Administrator to utilize local small businesses on small purchases whenever possible and appropriate.

(1) The Director of minority and small business opportunities shall make available to every Augusta, Georgia department a directory of registered local small businesses and encourage their use of by departments.

(2) The Director of minority and small business opportunities shall provide annual training to all Augusta, Georgia Departments on the LSBOP.

(3) The Director of minority and small business opportunities shall ensure that all Augusta, Georgia specifications for goods and services do not contain any unnecessary impediment to local small business participation in the bid process.

(4) For small purchases, quotations or informal bids, the Using Department will solicit bids from registered local small businesses to supply the required materials, equipment, supplies or services using the local small business Registry created and maintained by the Director of minority and small business opportunities.

(5) The Director of minority and small business opportunities and Procurement Department will attempt to identify qualified local small businesses and will include such local small business in bid/quote solicitation lists.

(6) The Director of minority and small business opportunities will make recommendations to the Procurement Director and User Departments when specification appears to impede local small businesses from competitively participating in a bid.

(f) *Procurement Department and User Agency Responsibilities.*

(1) For purchases on which written bids are sought, registered local small businesses which are ready, willing and able to perform the required services or provide the required commodity will be solicited for a written quotation or bid.

(2) Purchases from local small businesses shall be tracked by the Director of minority and small business opportunities with the assistance and cooperation of the user Departments.

(g) *Maintenance of Records*.

(1) The Director of minority and small business opportunities, with the assistance of the Department of Information Technology, shall compile data on local small business participation as well as women and minority owned business participation. Information on prime contract awards and subcontractor utilization will be maintained by the Director of minority and small business opportunities which will gather information from all user Departments on a quarterly basis.

(2) Local small business utilization statistics shall be maintained in the following manner:

(i) Contracts and purchases shall be grouped into four categories: construction, professional services, general services and materials/equipment/supplies.

(ii) Statistics shall measure overall awards to local small businesses and to women and minority owned businesses by category of purchase (i.e. construction, professional services, general services, and materials/equipment/supplies).

(iii) All data necessary to evaluate the effectiveness of the LSBOP in reducing discrimination against minority and women owned businesses shall be kept and maintained by the Director of minority and small business opportunities.

(3) Data collection is an important aspect of evaluating the effectiveness of the LSBOP. The LSBOP is a race and gender neutral program and all data collection efforts shall be for evaluating purposes only. The following statistics shall be reported not less than annually to the Augusta, Georgia Commission by the Director of minority and small business opportunities.

(i) Regarding purchases of professional services, general services and material/equipment/supplies made through the competitive bid and quotation process:

(a) Total value of purchases.

(b) Total value of purchases from local small businesses.

(c) Total value of purchases from women owned businesses.

(d) Total value of purchases from minority owned businesses.

(ii) Regarding small purchases by operating department using Agency Purchase Orders:

(a) Total value of small purchases by Augusta, Georgia Department.
(b) Total value of small purchases from local small businesses by Department.
(c) Total value of small purchases from women owned businesses by Department.
(d) Total value of small purchases from minority owned businesses by Department.

(iii) Regarding construction purchases:

(a) Total value of construction contract awards.
(b) Total value of construction contracts awarded to local small businesses as prime contractors.
(c) Total value of subcontracts awarded to local small businesses.
(d) Total value of subcontracts awarded to women owned businesses.
(e) Total value of subcontracts awarded to minority owned businesses.

(h) *Compliance.*

(1) It will be the duty of the Procurement Director to ensure that bids or proposals issued from the Procurement Department adhere to the provisions set forth in this Policy.

(2) The Director of minority and small business opportunities, and all department directors will assume responsibility for evaluating compliance with this program in their respective contract areas and will review, on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained and reporting same to the Director of minority and small business opportunities for tracking and annual report purposes.

(3) Each Augusta, Georgia contract will contain a provision requiring compliance with this policy including maintenance of records, good faith efforts, and maintenance of information necessary to document compliance with, and effectiveness of the LSBOP. This shall include the right of the Director of minority and small business opportunities and any compliance personnel to inspect such records. Compliance records will be a part of the official files located in the Procurement Office.

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

(5) Each Augusta, Georgia contract will contain a provision prohibiting any agreements between a contractor and a local small business in which the local small business promises not to provide subcontracting quotations to other bidders or potential bidders.

(i) *Competitive Bids.*

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

(j) *Outreach.*

To maximize the identification, registration and utilization of local small businesses, the following efforts will be undertaken by the Director of minority and small business opportunities:

(1) Increase efforts to locate and register additional vendors, service providers, and construction contractors that can provide goods and services for Augusta, Georgia through media, vendor fairs, and electronic message boards.

(2) As Georgia Department of Transportation, Federal Transit Administration, Department of Defense and Federal Aviation Administration certified construction contractors are located, invite local firms to register with Augusta, Georgia in accordance with the requirements of this Article in order to create an enhanced resource to using departments, buyers and prime contractors to locate registered local small businesses for projects that can utilize local small businesses for a commercially useful function.

(3) Supply information to the Board of Commissioners regarding the LSBOP and offer opportunities for ways in which the Board of Commission can be an advocate of the LSBOP.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

Sec. 1-10-131. Citizens Small Business Advisory Board.

A Citizens' Small Business Advisory Board (CSBAB) shall be constituted to advise the Commission and Director of minority and small business opportunities on matters related to this ordinance, and to meet with local small businesses, to review and provide input as to the issues in program administration. *See* Consolidation Act § 14(d). Members are appointed by the Mayor, Commission

and the Richmond County Legislative Delegation. A list of the appointees is maintained in the Clerk of Commission's Office and is incorporated herein by reference.

Sec. 1-10-132 through Sec. 1-10-999. Reserved.

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Downtown Parking

Department: Clerk of Commission

Caption: Discussion of downtown parking. (Requested by the Administrator)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Jerry Russell

Department: Clerk of Commission

Caption: Presentation by Mr. Jerry Russell regarding a provision in the procurement process which needs to be addressed pertaining to "Local Vendor" policy.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month - 5:00 p.m.
Committee meetings: Second and last Mondays of each month - 12:45 to 2:15 p.m.

Commission/Committee: (Please check one and insert meeting date)

_____	Commission	Date of Meeting	_____
_____	Public Safety Committee	Date of Meeting	_____
_____	Public Services Committee	Date of Meeting	_____
X	Administrative Services Committee	Date of Meeting	May 28, 2013
_____	Engineering Services Committee	Date of Meeting	_____
_____	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Jerry Russell
Address: 208 Broad Street
Telephone Number: 706-547-0977
Fax Number: 877-654-4722
E-Mail Address: jerry.russell@homeofficetec.com

Caption/Topic of Discussion to be placed on the Agenda:

I need to discuss a provision in the procurement process, which needs to be addressed pertaining to "Local Vendor" policy.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Room 806 Municipal Building
530 Greene Street
Augusta, GA 30911

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: lbonner@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Mandy Young

Department: Clerk of Commission

Caption: Presentation by Ms. Mandy Young regarding Old Davidson School Developement Plan - Davidson Senior Manor.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Meeting time for all committees

Department: Clerk of Commission

Caption: Motion to approve rotating the scheduled meeting time for all committees. (Referred from May 21 Commission meeting)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Administrative Services Committee Agenda (May 13, 2013)

Discuss rationale for changing the conflict of interest policy. Should changes be necessitated, task the general counsel with reviewing conflict of interest policies of other municipalities and provide search results and a recommendation to the administrative services committee for review and subsequent approval by the commission-council.

Discuss initiating dialogue among members of the commission-council to ascertain whether an interest exists in becoming an Age-Friendly Community. Communities participating must commit to a cycle of assessing and improving their age-friendliness. According to the federal Administration on Aging, by 2030, nearly 20% of the U. S. Population will be 65 and older. Communities that adopt progressive and forward thinking public policies and urban planning models will attract and retain more residents, provide varied business opportunities to serve the older populations, their families, and caregivers, and build infrastructure and policies that are friendly to all ages.

An "Age-Friendly Community" entails an inclusive and accessible urban or suburban environment that encourages active and healthy aging. (AARP's Network of Age-Friendly Communities)

Approve rotating the scheduled meeting time for all committees.

Discuss the Georgia Municipal Associations Handbook for Georgia Mayors and Council Members, Fifth Edition, as relates to the "Powers and Duties of the Mayor and Council Members."

The municipal governing authority consists of the city council or city commission, and depending on the provisions of the city's charter, the mayor. The governing authority is responsible for two essential types of functions: legislative and administrative.

- **(a) Legislative responsibilities involve setting policy for the government by enacting various ordinances, resolutions, and regulations.**
- **(b) Administrative responsibilities deal with the implementation of the policies and procedures established by the governing body. In many cities, the administrative burden is too great to be borne solely by the mayor and council, so these powers are delegated to a professional manager and policies are carried out by various departments, boards, and commissions in the city.**

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Minutes

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Administrative Services Committee held on May 13, 2013.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Augusta
GEORGIA

Administrative Services Committee Meeting Commission Chamber - 5/13/2013
ATTENDANCE:

Present: Hons. Lockett, Chairman; Davis, Vice Chairman; Fennoy and Jackson, members.
Absent: Hons. Deke Copenhaver, Mayor.

ADMINISTRATIVE SERVICES

1. Review the Administrator's Report of all pay increases and promotions since January 1, 2012, to include justification for the increase and demographic. The governing authority directed the Administrator to provide this report to the Administrative Services Committee on a quarterly basis. (Requested by Commissioner Lockett) (Referred from April 22 Administrative Services Committee)

Item Action: Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item back to the next committee meeting. Motion Passes 4-0.	Commissioner William Fennoy	Commissioner Mary Davis	Passes

2. Discuss initiating dialogue among members of the commission-council to ascertain whether an interest exists in becoming an Age-Friendly Community. Communities participating must commit to a cycle of assessing and improving their age-friendliness. According to the federal Administration on Aging, by 2030, nearly 20% of the U. S. population will be 65 and older. Communities that adopt progressive and forward thinking public policies and urban planning models will attract and retain more residents, provide varied business opportunities to serve the older population, their families, and caregivers, and build infrastructure and policies that are friendly to all ages. An "Age-Friendly Community" entails an inclusive and accessible urban or suburban environment that encourages active and healthy aging. (AARP's Network of Age-Friendly Communities) (Requested by

Item Action: Rescheduled

Commissioner Lockett)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item back to the next committee meeting. Motion Passes 4-0.	Commissioner William Fennoy	Commissioner Mary Davis	Passes

3. Discuss rationale for changing the conflict of interest policy. Should changes be necessitated, task the general counsel with reviewing conflict of interest policies of other municipalities and provide search results and a recommendation to the administrative services committee for review and subsequent approval by the commission-council. (Requested by Commissioner Lockett)

Item Action: Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item back to the next committee meeting. Motion Passes 4-0.	Commissioner William Fennoy	Commissioner Mary Davis	Passes

4. Heery International SPLOST Project update.

Item Action: None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Presentation is made by representatives from Heery International regarding their involvement in the current SPLOST projects. No action was taken.			

5. Approve rotating the scheduled meeting time for all committees. (Requested by Commissioner Lockett)

Item Action: Approved

Motions

Motion				Motion

Type	Motion Text	Made By	Seconded By	Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner William Fennoy	Commissioner Mary Davis	Passes

6. Motion to approve the minutes of the Administrative Services Committee held on April 22, 2013.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner William Fennoy	Commissioner Mary Davis	Passes

7. Discuss the Georgia Municipal Association's Handbook for Georgia Mayors and Council Members, Fifth Edition, as relates to the "Powers ad Duties of the Mayor and Council Members." The municipal governing authority consists of the city council or city commission, and depending on the provisions of the city's charter, the mayor. The governing authority is responsible for two essential types of functions: legislative and administrative. (a) Legislative responsibilities involve setting policy for the government by enacting various ordinances, resolution, and regulations. (b) Administrative responsibilities deal with the implementation of the policies and procedures established by the governing body. In many cities, the administrative burden is too great to be borne solely by the mayor and council, so these powers are delegated to a professional manager and policies are carried out by various departments, boards, and commissions in the city. (Requested by Commissioner Lockett)

Item Action: Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item back to the next committee meeting. Motion Passes 4-0.	Commissioner William Fennoy	Commissioner Mary Davis	Passes

8. Discuss the proposal from the Carl Vinson Institute of Government to provide organizational review services as part of the 2013 Commission Goals and Objectives. (Requested by the Administrator)

Item Action: Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item back to the next committee meeting. Motion Passes 4-0.	Commissioner William Fennoy	Commissioner Mary Davis	Passes

9. Update on the South Augusta sustainable master plan/ Augusta Tomorrow master plan with John Stout and Camille Price. **(Requested by Mayor Pro Tem Corey Johnson)**

Item Action: Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item back to the next committee meeting. Motion Passes 4-0.	Commissioner William Fennoy	Commissioner Mary Davis	Passes

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Model Derelict and Blighted Property Ordinance

Department: Clerk of Commission

Caption: Discuss a Model Derelict and Blighted Property Ordinance and an Ordinance to impose a higher property tax rate for blighted, vacant properties. (Requested by Commissioner Fennoy)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

This model derelict and blighted property ordinance is provided only for general informational purposes and to assist Georgia cities in identifying issues to address in a local derelict and blighted property ordinance. The ordinance is not and should not be treated as legal advice. You should consult with your legal counsel before drafting or adopting any ordinance and before taking any action based on this model. This model ordinance has been developed for cities that wish to regulate derelict and blighted properties as allowed under the nuisance laws of the state (O.C.G.A. § 41-2-1 et seq.) and the Georgia Constitution (Article IX, Sec. II, Para. VII). Cities may choose to separate the two ordinances below provided. GMA would particularly like to thank City of Griffin from whom many portions of this model ordinance borrow.

Model Derelict and Blighted Property Ordinance

ORDINANCE NO. _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF _____ RELATING TO DERELICT AND BLIGHTED PROPERTY; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR A PROCEDURES FOR A DECLARATION OF A PUBLIC NUISANCE; TO PROVIDE FOR A COMPLAINT AND APPEAL PROCESS; TO PROVIDE POWERS OF CITY OFFICERS; TO PROVIDE FOR SERVICE OF PROCESS; TO PROVIDE A LIMITATION OF LIABILITY; TO PROVIDE FOR A LEVY OF INCREASE ON AD VALOREM TAXES FOR BLIGHTED PROPERTY; TO PROVIDE FOR IDENTIFICATION OF BLIGHTED PROPERTY; TO PROVIDE FOR REMEDIATION; TO PROVIDE FOR A DECREASE ON AD VALOREM TAXES ON PROPERTY; TO PROVIDE PROCEDURES; TO PROVIDE FOR ENFORCEMENT; TO PROVIDE FOR VIOLATIONS; TO PROVIDE PENALTIES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

SECTION ONE

Chapter _____ of the Municipal Code of the City of _____ is amended by adding a new Article, to be numbered Article _____, which shall include the following language:

Article _____

Sec. _____. Short Title.

This Article shall be known as the "_____ Derelict Property Ordinance."

Sec. _____. Definitions.

As used in this article, the term:

(a) *Applicable codes* means any optional housing or abatement standard provided in O.C.G.A. title 8, chapter 2 as adopted by ordinance or operation of law, or other property-maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property; any fire or life safety code as provided for in O.C.G.A. title 25, chapter 2; and any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in O.C.G.A. title 8, chapter 2 after October 1, 1991, provided that such building or minimum standard codes for real-property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

(b) *Closing* means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.

(c) *Drug crime* means an act which is a violation of O.C.G.A. title 16, chapter 13, article 2, known as the "Georgia Controlled Substances Act".

(d) *Dwellings, buildings, or structures* means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. As used in this article, the term "dwellings, buildings, or structures" shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

(e) *Graffiti* means any inscriptions, words, figures, paintings, or other defacements that are written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by means of any aerosol paint container, broad-tipped marker, gum label, paint stick, graffiti stick, etching equipment, brush, or other device capable of scarring or leaving a visible mark on any surface without prior authorization from the owner or occupant of the property.

(f) *Governing authority* means the City Council of the City of _____, Georgia.

(g) *Interested party* means:

(1) The "owner";

(2) Persons in possession of said property and premises;

(3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;

(4) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9; and

(5) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county courthouse or by the clerk of court; provided, however, interested party shall not include the holder of the benefit or burden of any easement or right-of-way whose interest is properly recorded which interest shall remain unaffected.

(h) *Municipality* means the City of _____, Georgia.

(i) *Owner* means the holder of the title in fee simple and every mortgagee of record.

(j) *Public authority* means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county or state) relating to health, fire, life safety, building regulations, or to other activities concerning dwellings, buildings, or structures, or use of private property within the city.

(k) *Public officer* means the city manager, who is authorized to exercise the powers prescribed by article, and any officer or employee of the city to whom he delegates such authority.

(l) *Repair* means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

(m) *Resident* means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

Sec. _____. Duty of owners of real property and structures thereon.

It is the duty of the owner of every dwelling, building, structure, or private property within the jurisdiction to construct and maintain such dwelling, building, structure, or property in conformance with applicable codes in force within the city or such laws and ordinances which regulate and prohibit activities on private property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure, or use private property in violation of such codes, laws or ordinances.

Sec. _____. Declaration of public nuisance.

Every dwelling, building, or structure within the city which (i) is constructed or maintained in violation of applicable codes in force within the city; (ii) is unfit for human habitation or commercial, industrial, or business use or occupancy due to inadequate provisions for ventilation, light, air, sanitation, or open spaces; (iii) poses an imminent harm to life or other property due to fire, flood, hurricane, tornado, earthquake, storm or other natural catastrophe; (iv) is vacant and used in the commission of drug crimes; (v) is occupied and used repeatedly for the commission of illegal activities, including facilitating organized crime or criminal enterprises, after written notice to the owner of such activities conducted therein; (vi) is abandoned; or (vii) otherwise constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, is hereby declared a public nuisance. Every private property within the city on which is being regularly conducted any activity or land use in violation of applicable laws and ordinances, including the zoning ordinance of this city, is hereby declared to be a public nuisance. Property which may be deemed esthetically substandard or deteriorating shall not meet the definition of a public nuisance unless the overall condition or use of the property results in impaired health, safety, transmission of disease, infant mortality, or crime.

Sec. _____. Powers of city manager or his designee.

(a) In carrying out his duties pursuant to this article, the city manager or his designee to whom his authority is assigned shall, in addition to those powers otherwise conferred upon or delegated to him by the Charter and other ordinances of the city, be empowered to:

(1) Investigate and inspect the condition of dwellings, buildings, structures, and private property within the city to determine those structures and property uses in violation of this article. Entries onto private property shall be made in a manner so as to cause the least possible inconvenience; provided, however, the public officer shall not enter into any occupied dwelling or structure without first having obtained the consent of the owner or a person in possession. In those cases where consent to entry is

denied after reasonable request, the public officer may apply to the municipal court for an administrative search warrant upon showing probable cause that a violation exists.

(2) To retain experts including certified real estate appraisers, qualified building contractors, and qualified building inspectors, engineers, surveyors, accountants, and attorneys.

(3) To appoint and fix the duties of such officers and employees of the city as he deems necessary to carry out the purposes of this article; and

(4) To delegate any of his functions and powers under this article to such officers, employees and agents as he may designate.

(b) In addition to the procedures set forth in this article, the city manager or his designee(s) may issue citations for violations of state minimum standard codes, optional building, fire, life safety and other codes adopted by ordinance, and conditions declared to constitute a public health or safety hazard or general nuisance, and to seek enforcement of such citations before the municipal court prior to issuing a complaint in rem as provided in this article. Nothing in this article shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by other summary proceedings.

Sec. _____. Complaint in rem in municipal court; procedure; lien; appeal.

(a) Whenever a request is filed with the public officer by a public authority or by at least five residents of the municipality charging that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may make an investigation or inspection of the specific dwelling, building, structure, or property and make a written report of his findings. Such officer shall be guided in his investigation by documenting conditions, which include but are not limited to:

(1) Defects therein increasing the hazards of fire, accidents, or other calamities;

(2) Lack of adequate ventilation, light, or sanitary facilities;

(3) Dilapidation;

(4) Disrepair by failure to conform to applicable codes and ordinances;

(5) Structural defects which render the structure unsafe for human habitation or occupancy;

(6) Uncleanliness; or

(7) The presence of graffiti which is visible from adjoining public or private property.

(b) If the public officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall file a complaint in rem in the municipal court of the city against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the interested parties in such dwelling, building, or structure. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the municipal court at a date and time certain and at a place within the county or municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(c) If, after such notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state, in writing, findings of fact in support of such determination and shall issue and cause to be served upon the interested parties that have answered the complaint or appeared at the hearing an order:

(1) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation; and, if applicable, to secure by closing the

structure so that it cannot be used in connection with the commission of drug crimes; or

(2) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this section, the court shall make its determination of reasonable cost in relation to the present value of the dwelling, building, or structure without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered; and, provided further, that if the unsatisfactory condition is limited solely to the presence of graffiti, the dwelling, building or structure shall not be ordered demolished or closed, but its owner may be ordered to repair the same by cleaning or removal of the graffiti. Income and financial status of the owner shall not be a factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in O.C.G.A. title 43, chapter 39A, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the jurisdiction.

(d) If the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the public officer shall cause such dwelling, building, or structure to be repaired, altered, or improved, or to be vacated and closed, or demolished within 270 days of the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to subsection (c) of this section or any equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action shall commence. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

> "This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful."

(e) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and governing authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.

(f) The amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the tax commissioner, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.

(g) The lien provided for in subsection (e) shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the clerk of superior court in _____ County and shall relate back to the date of the filing of the lis pendens notice required under subsection (a). The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the clerk of superior court, the public officer shall, within 90 days of the completion of repairs, demolition or closure, forward a copy of the order and a final statement of costs to the county tax commissioner.

(h) It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem taxes, including specifically O.C.G.A. § 48-4-5; provided, however, that the limitation of O.C.G.A § 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply; provided, further, that redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81. The tax commissioner may initiate enforcement of liens imposed under this section at any time following receipt of the final determination of costs from the public officer. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes.

(i) The tax commissioner shall remit the amount collected to the governing authority of the municipality whose ordinance is being enforced. The tax commissioner may retain an amount equal to the cost of administering collection of the lien.

Any such amount collected and retained for administration shall be deposited in the general fund of the county to pay the cost of administering the lien.

(j) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the municipality agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

(k) Review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be by direct appeal to the superior court under O.C.G.A. § 5-3-29.

Sec. _____. Service of complaints or orders upon owners and parties in interest.

(a) Summons and copies of the complaint shall be served in the following manner:

(1) In all cases, a copy of the complaint and summons shall be conspicuously posted on the subject dwelling, building, structure, or property within three business days of filing of the complaint and at least 14 days prior to the date of the hearing.

(2) At least 14 days prior to the date of the hearing, the public officer shall mail copies of the complaint and summons by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are readily ascertainable. Copies of the complaint and summons shall also be mailed by first-class mail to the property address to the attention of the occupants, if any;

(3) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two consecutive weeks prior to the hearing; and

(4) A notice of lis pendens shall be filed in the office of the clerk of superior court in which the dwelling, building, structure, or property is located at the time of filing the complaint in municipal court.

(b) The public officer shall cause an affidavit of service to be filed of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(c) Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided in this section on every interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

Sec. _____. Limitation of liability for code enforcement; no special duty created.

It is the intent of this article to protect the public health, life safety and general welfare of properties and occupiers of buildings and structures within the city in general, but not to create any special duty or relationship with any individual person or to any specified property within or without the boundaries of the city. Approval of a permit and inspection of a property shall in no manner guarantee or warrant to the owner or occupants thereof that said property has been constructed, maintained, or operated in conformance with applicable codes, laws and regulations. The city reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the city, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created. To the extent any federal or state law, regulation, or ordinance requires compliance as a condition precedent to the issuance of a permit, plan or design approval, inspection or other activity by the city, its officers, employees and agents, issuance of such permit, approval, or inspection shall not be deemed to constitute a waiver or estoppel of the condition precedent, and it shall remain the obligation and responsibility of the owner, his design professional(s), and contractor(s) to satisfy such legal requirements.

Sec. _____. General cleanliness of premises.

The owner and occupant of property within the city shall each be independently responsible for keeping the premises, including all buildings thereon and the full yard thereof, clean and free from all garbage, refuse, filth, dirt, ashes, trash, rubbish and other offensive materials.

Sec. _____. Disorderly house.

(a) Any person who keeps and maintains, either by himself or others, a common, ill-governed and disorderly house, to the encouragement of gaming, drinking, illicit drug activity, or other misbehavior, to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the city; provided, however, before any person is charged under this subsection, written notice shall be given the owner of the property and the person in possession

thereof by the chief of police stating the general, customary and common habits of the house, giving fair notice of this subsection and the conduct proscribed thereby.

(b) Any person who shall allow any boisterous, noisy, drunken or riotous persons to assemble or remain in their house, apartment or upon their property, after receiving oral notice from a police officer that boisterous, noisy, drunken or carousing activities have caused complaint and annoyance to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the city; provided, however, no person shall be charged under this subsection unless the owner or person in possession of the premises has been afforded an opportunity to disburse the assembly or offending person from the premises. This subsection shall not preclude a police officer from arresting any individual for criminal trespass where such individual knowingly and without authority remains on private property after being notified by the owner or lawful occupant to depart.

Sec. _____. Violations; enforcement penalties.

Any person who willfully refuses to comply with the provisions of this article shall be cited to appear before the municipal court and, upon conviction, shall be fined not less than $100.00; each day of continued violation, after citation, shall constitute a separate offense. In addition to the foregoing fines, upon conviction, the director shall discontinue the public water supply service at any premises upon which there is found to be a cross-connection, auxiliary intake, by-pass, or inter-connection, and service shall not be restored until such cross-connection, auxiliary, by-pass, or inter-connection has been discontinued.

SECTION TWO

Chapter _____ of the Municipal Code of the City of _____ is amended by adding a new Article, to be numbered Article _____, which shall include the following language:

Article _____

Sec. _____. Short Title.

This Article shall be known as the "_____ Blighted Property Ordinance."

Sec. _____. Purpose.

The existence of real property which is maintained in a blighted condition increases the burden of the state and local government by increasing the need for government services, including but not limited to social services, public safety services, and code enforcement services. Rehabilitation of blighted property decreases this need for such government services.

In furtherance of its objective to eradicate conditions of slum and blight within the city, this board of commissioners, in exercise of the powers granted to municipal corporations at Chapter 61, Urban Redevelopment, of Title 36 of the Official Code of Georgia Annotated, has designated those areas of the city where conditions of slum and blight are found or are likely to spread.

In recognition of the need for enhanced governmental services and in order to encourage private property owners to maintain their real property and the buildings, structures and improvement thereon in good condition and repair, and as an incentive to encourage community redevelopment, a community redevelopment tax incentive program is hereby established as authorized by Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia.

Sec. _____. Definitions.

(a) 'Blighted property', 'blighted', or 'blight' means any urbanized or developed property which:

(1) Presents two or more of the following conditions:

(A) Uninhabitable, unsafe, or abandoned structure;

(B) Inadequate provisions for ventilation, light, air, or sanitation;

(C) An imminent harm to life or other property caused by fire, flood, hurricane, tornado, earthquake, storm, or other natural catastrophe respecting which the governor has declared a state of emergency under the state law or has certified the need for disaster assistance under federal law; provided, however, this division shall not apply to property unless the relevant public agency has given notice in writing to the property owner regarding specific harm caused by the property and the owner has failed to take reasonable measures to remedy the harm;

(D) A site identified by the federal Environmental Protection Agency as a superfund site pursuant to 42 U.S.C. Section 9601, et seq., or

having environmental contamination to an extent that requires remedial investigation or a feasibility study;

(E) Repeated illegal activity on the individual property of which the property owner knew or should have known; or

(F) The maintenance of the property is below state, county, or municipal codes for at least one year after written notice of the code violation to its owner; and

(2) Is conducive to ill health, transmission of disease, infant mortality, or crime in the immediate proximity of the property.

Property shall not be deemed blighted solely because of esthetic conditions.

(b) 'Building inspector' means a certified inspector possessing the requisite qualifications to determine minimal code compliance.

(c) 'Community redevelopment' means any activity, project, or service necessary or incidental to achieving the redevelopment or revitalization of a redevelopment area or portion thereof designated for redevelopment through an urban redevelopment plan or thorough local ordinances relating to the repair, closing, and demolition of buildings and structures unfit for human habitation.

(d) 'Governing authority' means the City Council of the City of _____, a Georgia municipal corporation.

(e) 'Millage' or 'millage rate' means the levy, in mills, which is established by the governing authority for purposes of financing, in whole or in part, the levying jurisdiction's general fund expenses for the fiscal year.

(f) 'Person' means such individual(s), partnership, corporations, business entities and associations which return real property for ad valorem taxation or who are chargeable by law for the taxes on the property.

(g) 'Public officer' means the city manager or such officer or employee of the city as designated by the city manager to perform the duties and responsibilities hereafter set forth in this article.

Sec. _____. Ad Valorem Tax Increase on Blighted Property

(a) There is hereby levied on all real property within the city which has been officially identified as maintained in a blighted condition an increased ad valorem tax by applying a factor of seven (7.0) to the millage rate applied to the property,

so that such property shall be taxed at a higher millage rate generally applied in the municipality, or otherwise provided by general law; provided, however, real property on which there is situated a dwelling house which is being occupied as the primary residence of one or more persons shall not be subject to official identification as maintained in a blighted condition and shall not be subject to increased taxation.

(b) Such increased ad valorem tax shall be applied and reflected in the first tax bill rendered following official designation of a real property as blighted.

(c) Revenues arising from the increased rate of ad valorem taxation shall, upon receipt, be segregated by the city manager and used only for community redevelopment purposes, as identified in an approved urban redevelopment program, including defraying the cost of the city's program to close, repair, or demolish unfit building and structures.

Sec. _____. Identification of Blighted Property.

(a) In order for a parcel of real property to be officially designated as maintained in a blighted condition and subject to increased taxation, the following steps must be completed:

(1) An inspection must be performed on the parcel of property. In order for an inspection to be performed,

(A) A request may be made by the public officer or by at least five residents of the city for inspection of a parcel of property, said inspection to be based on the criteria as delineated in ordinance, or

(B) The public officer may cause a survey of existing housing conditions to be performed, or may refer to any such survey conducted or finalized within the previous five years, to locate or identify any parcels which may be in a blighted condition and for which a full inspection should be conducted to determine if that parcel of property meets the criteria set out in this article for designation as being maintained in a blighted condition.

(2) A written inspection report of the findings for any parcel of property inspected pursuant to subsection (1) above shall be prepared and submitted to the public officer. Where feasible, photographs of the conditions found to exist on the property on the date of inspection shall be made and supplement the inspection report. Where compliance with minimum construction, housing, occupancy, fire and life safety codes in effect within the city are in question, the inspection shall be conducted by a

certified inspector possessing the requisite qualifications to determine minimal code compliance.

(3) Following completion of the inspection report, the public officer shall make a determination, in writing, that a property is maintained in a blighted condition, as defined by this article, and is subject to increased taxation.

(4) The public officer shall cause a written notice of his determination that the real property at issue is being maintained in a blighted condition to be served upon the person(s) shown on the most recent tax digest of _____ County as responsible for payment of ad valorem taxes assessed thereon; provided, however, where through the existence of reasonable diligence it becomes known to the public officer that real property has been sold or conveyed since publication of the most recent tax digest, written notice shall be given to the person(s) known or reasonably believed to then own the property or be chargeable with the payment of ad valorem taxes thereon, at the best address available. Service in the manner set forth at O.C.G.A. § 41-2-12 shall constitute sufficient notice to the property's owner or person chargeable with the payment of ad valorem taxes for purpose of this section, except that posting of the notice on the property will not be required.

(b) The written notice given to the person(s) chargeable with the payment of ad valorem taxes shall notify such person of the public officer's determination the real property is being maintained in a blighted condition and shall advise such person of the hours and location at which the person may inspect and copy the public officer's determination and any supporting documentation. Persons notified that real property of which the person(s) is chargeable with the payment of ad valorem taxes shall have 30 days from the receipt of notice in which to request a hearing before the city's municipal court. Written request for hearing shall be filed with the public officer and shall be date stamped upon receipt. Upon receipt of a request for hearing, the public officer shall notify the municipal court and the building inspector or person who performed the inspection and prepared the inspection report.

(c) Within 30 days of the receipt of a request for hearing, the municipal court clerk shall set a date, time and location for the hearing and shall give at least ten business days notice to the person(s) requesting the hearing, the public officer and the building inspector or person who performed the inspection and prepared the inspection report. Notice of scheduled hearings shall be published as a legal advertisement in the _____, or other designated legal organ in _____ County, at least five days prior to the hearing. Hearings may be continued by the municipal court judge upon request of any party, for good cause.

(d) At the hearing, the public officer shall have the burden of demonstrating by a preponderance of the evidence that the subject property is maintained in a blighted condition, as defined by this article. The municipal court judge shall cause a record of the evidence submitted at the hearing to be maintained. Upon hearing from the public officer and/or their witnesses and the person(s) requesting the hearing and/or their witnesses, the judge of municipal court shall make a determination either affirming or reversing the determination of the public officer. The determination shall be in writing and copies thereof shall be served on the parties by certified mail or statutory overnight delivery. The determination by the court shall be deemed final. A copy of such determination shall also be served upon the Tax Commissioner of _____ County, who shall include the increased tax on the next regular tax bill rendered on behalf of the city.

(e) Persons aggrieved by the determination of the court affirming the determination of the public officer may petition the Superior Court of _____ County for a writ of certiorari within 30 days of issuance of the court's written determination.

Sec. _____. Remediation or Redevelopment.

(a) A property owner or person(s) who is chargeable with the payment of ad valorem taxes on real property which has been officially designated pursuant to this article as property maintained in a blighted condition may petition the public officer to lift the designation, upon proof of compliance with the following:

(1) Completion of work required under a plan of remedial action or redevelopment approved by the city's planning and development director which addresses the conditions of blight found to exist on or within the property, including compliance with all applicable minimum codes; or

(2) Completion of work required under a court order entered in a proceeding brought pursuant to Article _____, Unfit Buildings and Structures, of Chapter _____ of the Code of _____, Georgia.

(b) Before action on a petition to lift the designation, the public officer shall cause the property to be thoroughly inspected by a building inspector who, by written inspection report, shall certify that all requisite work has been performed to applicable code in a workmanlike manner, in accordance with the specifications of the plan of remedial action or redevelopment, or applicable court order. Upon finding required work to be satisfactorily performed, the public officer shall issue a written determination that the real property is no longer maintained in a blighted condition. Copies of this determination shall be served upon the person(s) chargeable with the payment of ad valorem taxes, and upon the Tax Commissioner of _____ County.

(c) All plans for remedial action or redevelopment shall be in writing, signed by the person(s) chargeable with the payment of ad valorem taxes on the real property and the director of the city's planning and development department, and contain the following:

(1) The plan shall be consistent with the city's comprehensive plan and all laws and ordinances governing the subject property, and shall conform to any urban redevelopment plan adopted for the area within which the property lies;

(2) The plan shall set forth in reasonable detail the requirements for repair, closure, demolition, or restoration of existing structures, in accordance with minimal statewide codes; where structures are demolished, the plan shall include provisions for debris removal, stabilization and landscaping of the property;

(3) On parcels of five acres or greater, the plan shall address the relationship to local objectives respecting land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements;

(4) The plan shall contain verifiable funding sources which will be used to complete its requirements and show the feasibility thereof;

(5) The plan shall contain a timetable for completion of required work; and

(6) Any outstanding ad valorem taxes (state, school, county and city, including the increased tax pursuant to this article) and governmental liens due and payable on the property must be satisfied in full.

Sec. _____. Decrease of Tax Rate.

(a) Real property which has had its designation as maintained in a blighted condition removed by the public officer, as provided in Section _____, Identification of Blighted Property, of this Article, shall be eligible for a decrease in the rate of city ad valorem taxation by applying a factor of 0.5 to the city millage rate applied to the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the municipality or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every $25,000.00 or portion thereof

equaling one year of tax reduction; provided, however, that no property shall be entitled to reduction in city ad valorem taxes for more than four successive years.

(b) In order to claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a notarized affidavit to the public officer, supported by receipts or other evidence of payment, of the amount expended.

Sec. _____. Notice to Tax Commissioner.

It shall be the duty of the public officer to notify the Tax Commissioner of _____ County in writing as to designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street address and tax map, block and parcel number, as assigned by the _____ County Tax Assessor's Office. The public officer shall cooperate with the tax commissioner to assure accurate tax billing of those properties subject to increased or reduced ad valorem taxation under this article.

SECTION THREE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION FOUR

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FIVE

This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this ____ day of _____, 2012

_____
Mayor
City of _____

ATTEST:

_____

Clerk of Council

Model Derelict and Blighted Property Ordinance

June 28, 2012

Download
Model Derelict and Blighted Property Ordinance (MS Word, 40KB

Cities throughout the state of Georgia have issues relating to derelict property and GMA often gets questions related to the options cities have in controlling this growing problem. In response, GMA has developed these model ordinances based upon ordinances enacted by the City of Griffin, Georgia, to whom much thanks is given, for use by other cities in controlling nuisance properties.

The first model ordinance follows state law on nuisance abatement on derelict properties and will allow cities to utilize court procedure to achieve results on these derelict properties.

The second model ordinance enacts a blight tax on blighted properties which is specifically allowed by the state Constitution and state law. Combined, these ordinances could provide to be very useful tools for cities in fighting derelict properties.

Should you have any questions or comments related to these model ordinances, please feel free to contact Rusi Patel at rpatel@gmanet.com.

12-O-0843

AN ORDINANCE

BY: COUNCILMEMBER JOYCE M. SHEPERD

AS SUBSTITUTED BY
COMMUNITY DEVELOPMENT & HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO IMPOSE A HIGHER PROPERTY TAX RATE FOR BLIGHTED, VACANT PROPERTIES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") has been hit hard economically and socially by the waves of home foreclosures in recent years; and

WHEREAS, the City is saddled with thousands of vacant and dilapidated properties especially in southeast and southwest Atlanta; and

WHEREAS, these properties pose as safety hazards and have turned neighborhoods into blighted blocks; and

WHEREAS, blighted neighborhoods burden the City with increasing need for government services from social services to code enforcement services; and

WHEREAS, the Atlanta City Council finds it in the public health, safety and welfare to promulgate laws and regulations to mitigate with objective to eradicate conditions of slum and blight within the City of Atlanta.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1: The Atlanta City Council wishes to exercise the powers granted to the City of Atlanta by the State of Georgia via Chapter 61, Urban Redevelopment, of Title 36 of the Official Code of Georgia Annotated and Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia by amending the Atlanta Code of Ordinances by **adding a new article, Article V, to Chapter 146 – TAXATION under PART II – CODE OF ORDINANCES.**

SECTION 2: The new Article V, entitled "COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM", shall read as follows

ARTICLE V. - COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM

Sec. 146-131. - Purpose.

Sec. 146-132. - Definitions.

Sec. 146-133. - Levy of increase ad valorem tax on blighted real property.

Sec. 146-134. - Official identification of property maintained in blighted condition.

Sec. 146-135. - Remediation or redevelopment to remove designation of blighted condition.

Sec. 146-136. - Decreased rate of taxation to be applied after successful remedial action or redevelopment of blighted property.

Sec. 146-137. - Duty of public officer to provide notice to county tax commissioner.

Sec. 146-131. - Purpose.

The existence of real property which is maintained in a blighted condition increases the burden of the state and local government by increasing the need for government services, including but not limited to social services, public safety services, and code enforcement services. Rehabilitation of blighted property decreases this need for such government services.

In furtherance of its objective to eradicate conditions of slum and blight within the city, the Atlanta City Council, in exercise of the powers granted to municipal corporations at Chapter 61, Urban Redevelopment, of Title 36 of the Official Code of Georgia Annotated, has designated those areas of the city where conditions of slum and blight are found or are likely to spread.

In recognition of the need for enhanced governmental services and in order to encourage private property owners to maintain their real property and the buildings, structures and improvement thereon in good condition and repair, and as an incentive to encourage community redevelopment, a community redevelopment tax incentive program is hereby established as authorized by Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia.

Sec. 146-132. - Definitions.

Blighted property, blighted, or blight means any urbanized or developed property which:

(1) Presents two or more of the following conditions:

a. Uninhabitable, unsafe, or abandoned structure;

b. Inadequate provisions for ventilation, light, air, or sanitation;

c. An imminent harm to life or other property caused by fire, flood, hurricane, tornado, earthquake, storm, or other natural catastrophe respecting which the governor has declared a state of emergency under the state law or has certified the need for disaster assistance under federal law; provided, however, this division shall not apply to property unless the relevant public agency has given notice in writing to the property owner regarding specific harm caused by the property and the owner has failed to take reasonable measures to remedy the harm;

d. A site identified by the federal Environmental Protection Agency as a superfund site pursuant to 42 U.S.C. Section 9601, et seq., or having environmental contamination to an extent that requires remedial investigation or a feasibility study;

e. Repeated illegal activity on the individual property of which the property owner knew or should have known; or

f. The maintenance of the property is below state, county, or municipal codes for at least one year after written notice of the code violation to its owner; and

(2) Is conducive to ill health, transmission of disease, infant mortality, or crime in the immediate proximity of the property.

Property shall not be deemed blighted solely because of esthetic conditions.

Building inspector means a certified inspector possessing the requisite qualifications to determine minimal code compliance.

Community redevelopment means any activity, project, or service necessary or incidental to achieving the redevelopment or revitalization of a redevelopment area or portion thereof designated for redevelopment through an urban redevelopment plan or thorough local ordinances relating to the repair, closing, and demolition of buildings and structures unfit for human habitation.

Governing authority means the Council of the City of Atlanta, a Georgia municipal corporation.

Millage or *millage rate* means the levy, in mills, which is established by the governing authority for purposes of financing, in whole or in part, the levying jurisdiction's general fund expenses for the fiscal year.

Person means such individual(s), partnership, corporations, business entities and associations which return real property for ad valorem taxation or who are chargeable by law for the taxes on the property.

Public officer means the Commissioner of the Department of Planning and Community Development or his designee to perform the duties and responsibilities hereafter set forth in this article.

Sec. 146-133. - Levy of increase ad valorem tax on blighted real property.

There is hereby levied on all real property within the city which has been officially identified as maintained in a blighted condition an increased ad valorem tax by applying **a factor of seven (7.0)** to the millage rate applied to the property, so that such property shall be taxed at a higher millage rate generally applied in the municipality, or otherwise provided by general law; provided, however, real property on which there is situated a dwelling house which is being occupied as the primary residence of one or more persons shall not be subject to official identification as maintained in a blighted condition and shall not be subject to increased taxation.

Such increased ad valorem tax shall be applied and reflected in the first tax bill rendered following official designation of a real property as blighted.

Revenues arising from the increased rate of ad valorem taxation shall, upon receipt, be segregated by the Chief Financial Officer and used only for community redevelopment purposes, as identified in an approved urban redevelopment program, including defraying the cost of the city's program to close, repair, or demolish unfit building and structures.

Sec. 146-134. - Official identification of property maintained in blighted condition.

(a) In order for a parcel of real property to be officially designated as maintained in a blighted condition and subject to increased taxation, the following steps must be completed:

(1) An inspection must be performed on the parcel of property. In order for an inspection to be performed,

a. A request may be made by the public officer or by at least five residents of the city for inspection of a parcel of property, said inspection to be based on the criteria as delineated in ordinance, or

b. The public officer may cause a survey of existing housing conditions to be performed, or may refer to any such survey conducted or finalized within the previous five years, to locate or identify any parcels which may be in a blighted condition and for which a full inspection should be conducted to determine if that parcel of property meets the criteria set out in this article for designation as being maintained in a blighted condition.

(2) A written inspection report of the findings for any parcel of property inspected pursuant to subsection (1) above shall be prepared and submitted to the public officer. Where feasible, photographs of the conditions found to exist on the property on the date of inspection shall be made and supplement the inspection report. Where compliance with minimum construction, housing, occupancy, fire and life safety codes in effect within the city are in question, the inspection shall be conducted by a certified inspector possessing the requisite qualifications to determine minimal code compliance.

(3) Following completion of the inspection report, the public officer shall make a determination, in writing, that a property is maintained in a blighted condition, as defined by this article, and is subject to increased taxation.

(4) The public officer shall cause a written notice of his determination that the real property at issue is being maintained in a blighted condition to be served upon the person(s) shown on the most recent tax digest of Fulton County or DeKalb County as responsible for payment of ad valorem taxes assessed thereon; provided, however, where through the existence of reasonable diligence it becomes known to the public officer that real property has been sold or conveyed since publication of the most recent tax digest, written notice shall be given to the person(s) known or reasonably believed to then own the property or be chargeable with the payment of ad valorem taxes thereon, at the best address available. Service in the manner set forth at O.C.G.A. § 41-2-12 shall constitute sufficient notice to the property's owner or person chargeable with the payment of ad valorem taxes for purpose of this section, except that posting of the notice on the property will not be required.

(b) The written notice given to the person(s) chargeable with the payment of ad valorem taxes shall notify such person of the public officer's determination the real property is being maintained in a blighted condition and shall advise such person of the hours and location at which the person may inspect and copy the public officer's determination and any supporting documentation. Persons notified that real property of which the person(s) is chargeable with the payment of ad valorem taxes shall have 30 days from the receipt of notice in which to request a hearing before the city's municipal court. Written request for hearing shall be filed with the public officer and shall be date stamped upon receipt. Upon receipt of a request for hearing, the public officer shall notify the municipal court and the building inspector or person who performed the inspection and prepared the inspection report.

(c) Within 30 days of the receipt of a request for hearing, the municipal court clerk shall set a date, time and location for the hearing and shall give at least ten business days notice to the person(s) requesting the hearing, the public officer and the building inspector or person who performed the inspection and prepared the inspection report. Notice of scheduled hearings shall be published as a legal advertisement in the Atlanta Journal & Constitution, or other designated legal organ in Fulton County, at least five days prior to the hearing. Hearings may be continued by the municipal court judge upon request of any party, for good cause.

(d) At the hearing, the public officer shall have the burden of demonstrating by a preponderance of the evidence that the subject property is maintained in a blighted condition, as defined by this article. The municipal court judge shall cause a record of the evidence submitted at the hearing to

be maintained. Upon hearing from the public officer and/or their witnesses and the person(s) requesting the hearing and/or their witnesses, the judge of municipal court shall make a determination either affirming or reversing the determination of the public officer. The determination shall be in writing and copies thereof shall be served on the parties by certified mail or statutory overnight delivery. The determination by the court shall be deemed final. A copy of such determination shall also be served upon the Tax Commissioner of Fulton County or DeKalb County, who shall include the increased tax on the next regular tax bill rendered on behalf of the city.

(e) Persons aggrieved by the determination of the court affirming the determination of the public officer may petition the Superior Court of Fulton County or DeKalb County for a writ of certiorari within 30 days of issuance of the court's written determination.

Sec. 146-135. - Remediation or redevelopment to remove designation of blighted condition.

(a) A property owner or person(s) who is chargeable with the payment of ad valorem taxes on real property which has been officially designated pursuant to this article as property maintained in a blighted condition may petition the public officer to lift the designation, upon proof of compliance with the following:

(1) Completion of work required under a plan of remedial action or redevelopment approved by the city's planning and development director which addresses the conditions of blight found to exist on or within the property, including compliance with all applicable minimum codes; or

(2) Completion of work required under a court order entered in a proceeding brought pursuant to Atlanta Housing Code.

(b) Before action on a petition to lift the designation, the public officer shall cause the property to be thoroughly inspected by a building inspector who, by written inspection report, shall certify that all requisite work has been performed to applicable code in a workmanlike manner, in accordance with the specifications of the plan of remedial action or redevelopment, or applicable court order. Upon finding required work to be satisfactorily performed, the public officer shall issue a written determination that the real property is no longer maintained in a blighted condition. Copies of this determination shall be served upon the person(s) chargeable with the payment of ad valorem taxes, and upon the Tax Commissioner of Fulton or DeKalb County.

(c) All plans for remedial action or redevelopment shall be in writing, signed by the person(s) chargeable with the payment of ad valorem taxes on the real property and the director of the city's planning and development department, and contain the following:

(1) The plan shall be consistent with the city's comprehensive plan and all laws and ordinances governing the subject property, and shall conform to any urban redevelopment plan adopted for the area within which the property lies;

(2) The plan shall set forth in reasonable detail the requirements for repair, closure, demolition, or restoration of existing structures, in accordance with minimal statewide codes; where

structures are demolished, the plan shall include provisions for debris removal, stabilization and landscaping of the property;

(3) On parcels of five acres or greater, the plan shall address the relationship to local objectives respecting land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements;

(4) The plan shall contain verifiable funding sources which will be used to complete its requirements and show the feasibility thereof;

(5) The plan shall contain a timetable for completion of required work; and

(6) Any outstanding ad valorem taxes (state, school, county and city, including the increased tax pursuant to this article) and governmental liens due and payable on the property must be satisfied in full.

Sec. 146-136. - Decreased rate of taxation to be applied after successful remedial action or redevelopment of blighted property.

(a) Real property which has had its designation as maintained in a blighted condition removed by the public officer, as provided in section 146-134 of this article, shall be eligible for a decrease in the rate of city ad valorem taxation by applying a factor of 0.5 to the city millage rate applied to the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the municipality or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every $25,000.00 or portion thereof equaling one year of tax reduction; provided, however, that no property shall be entitled to reduction in city ad valorem taxes for more than four successive years.

(b) In order to claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a notarized affidavit to the public officer, supported by receipts or other evidence of payment, of the amount expended.

Sec. 146-137. - Duty of public officer to provide notice to county tax commissioner.

It shall be the duty of the public officer to notify the Tax Commissioner of Fulton County or DeKalb County in writing as to designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street address and tax map, block and parcel number, as assigned by the Fulton County or DeKalb County Tax Assessor's Office. The public officer shall cooperate with the tax commissioner to assure accurate tax billing of those properties subject to increased or reduced ad valorem taxation under this article.

SECTION 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby waived in this instance only.

12- O-0843

AN ORDINANCE

BY: COUNCILMEMBER JOYCE M. SHEPERD

AN ORDINANCE TO IMPOSE A HIGHER PROPERTY TAX RATE FOR LONG-TERM VACANT PROPERTIES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") has been hit hard economically and socially by the waves of home foreclosures in recent years; and

WHEREAS, the City is saddled with thousands of vacant and dilapidated properties especially in southeast and southwest Atlanta; and

WHEREAS, these properties pose as safety hazards and have turned neighborhoods into blighted blocks; and

WHEREAS, blighted neighborhoods burden the City with increasing need for government services from social services to code enforcement services; and

WHEREAS, the Atlanta City Council finds it in the public health, safety and welfare to promulgate laws and regulations to mitigate with objective to eradicate conditions of slum and blight within the City of Atlanta.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1: The Atlanta City Council wishes to exercise the powers granted to the City of Atlanta by the State of Georgia via Chapter 61, Urban Redevelopment, of Title 36 of the Official Code of Georgia Annotated and Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia by amending the Atlanta Code of Ordinances by **adding a new article, Article III, to Chapter 9 – TAXATION under PART I – Charter and Related Laws.**

SECTION 2: The new Article III, entitled "COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM", shall read as follows

ARTICLE III. - COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM

Sec. 9-131. - Purpose.

Sec. 9-132. - Definitions.

Sec. 9-133. - Levy of increase ad valorem tax on blighted real property.

Sec. 9-134. - Official identification of property maintained in blighted condition.

Sec. 9-135. - Remediation or redevelopment to remove designation of blighted condition.

Sec. 9-136. - Decreased rate of taxation to be applied after successful remedial action or redevelopment of blighted property.

Sec. 9-137. - Duty of public officer to provide notice to county tax commissioner.

Sec. 9-131. - Purpose.

The existence of real property which is maintained in a blighted condition increases the burden of the state and local government by increasing the need for government services, including but not limited to social services, public safety services, and code enforcement services. Rehabilitation of blighted property decreases this need for such government services.

In furtherance of its objective to eradicate conditions of slum and blight within the city, the Atlanta City Council, in exercise of the powers granted to municipal corporations at Chapter 61, Urban Redevelopment, of Title 36 of the Official Code of Georgia Annotated, has designated those areas of the city where conditions of slum and blight are found or are likely to spread.

In recognition of the need for enhanced governmental services and in order to encourage private property owners to maintain their real property and the buildings, structures and improvement thereon in good condition and repair, and as an incentive to encourage community redevelopment, a community redevelopment tax incentive program is hereby established as authorized by Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia.

Sec. 9-132. - Definitions.

Blighted property, blighted, or blight means any urbanized or developed property which:

(1) Presents two or more of the following conditions:

a. Uninhabitable, unsafe, or abandoned structure;

b. Inadequate provisions for ventilation, light, air, or sanitation;

c. An imminent harm to life or other property caused by fire, flood, hurricane, tornado, earthquake, storm, or other natural catastrophe respecting which the governor has declared a state of emergency under the state law or has certified the need for disaster assistance under federal law; provided, however, this division shall not apply to property unless the relevant public agency has given notice in writing to the property owner regarding specific harm caused by the property and the owner has failed to take reasonable measures to remedy the harm;

d. A site identified by the federal Environmental Protection Agency as a superfund site pursuant to 42 U.S.C. Section 9601, et seq., or having environmental contamination to an extent that requires remedial investigation or a feasibility study;

e. Repeated illegal activity on the individual property of which the property owner knew or should have known; or

f. The maintenance of the property is below state, county, or municipal codes for at least one year after written notice of the code violation to its owner; and

(2) Is conducive to ill health, transmission of disease, infant mortality, or crime in the immediate proximity of the property.

Property shall not be deemed blighted solely because of esthetic conditions.

Building inspector means a certified inspector possessing the requisite qualifications to determine minimal code compliance.

Community redevelopment means any activity, project, or service necessary or incidental to achieving the redevelopment or revitalization of a redevelopment area or portion thereof designated for redevelopment through an urban redevelopment plan or thorough local ordinances relating to the repair, closing, and demolition of buildings and structures unfit for human habitation.

Governing authority means the board of commissioners of the City of Atlanta, a Georgia municipal corporation.

Millage or *millage rate* means the levy, in mills, which is established by the governing authority for purposes of financing, in whole or in part, the levying jurisdiction's general fund expenses for the fiscal year.

Person means such individual(s), partnership, corporations, business entities and associations which return real property for ad valorem taxation or who are chargeable by law for the taxes on the property.

Public officer means the Commissioner of the Department of Planning and Community Development or his designee to perform the duties and responsibilities hereafter set forth in this article.

Sec. 9-133. - Levy of increase ad valorem tax on blighted real property.

There is hereby levied on all real property within the city which has been officially identified as maintained in a blighted condition an increased ad valorem tax by applying **a factor of seven (7.0)** to the millage rate applied to the property, so that such property shall be taxed at a higher millage rate generally applied in the municipality, or otherwise provided by general law; provided, however, real property on which there is situated a dwelling house which is being occupied as the primary residence of one or more persons shall not be subject to official identification as maintained in a blighted condition and shall no be subject to increased taxation.

Such increased ad valorem tax shall be applied and reflected in the first tax bill rendered following official designation of a real property as blighted.

Revenues arising from the increased rate of ad valorem taxation shall, upon receipt, be segregated by the city manager and used only for community redevelopment purposes, as identified in an approved urban redevelopment program, including defraying the cost of the city's program to close, repair, or demolish unfit building and structures.

Sec. 9-134. - Official identification of property maintained in blighted condition.

(a) In order for a parcel of real property to be officially designated as maintained in a blighted condition and subject to increased taxation, the following steps must be completed:

(1) An inspection must be performed on the parcel of property. In order for an inspection to be performed,

a. A request may be made by the public officer or by at least five residents of the city for inspection of a parcel of property, said inspection to be based on the criteria as delineated in ordinance, or

b. The public officer may cause a survey of existing housing conditions to be performed, or may refer to any such survey conducted or finalized within the previous five years, to locate or identify any parcels which may be in a blighted condition and for which a full inspection should be conducted to determine if that parcel of property meets the criteria set out in this article for designation as being maintained in a blighted condition.

(2) A written inspection report of the findings for any parcel of property inspected pursuant to subsection (1) above shall be prepared and submitted to the public officer. Where feasible, photographs of the conditions found to exist on the property on the date of inspection shall be made and supplement the inspection report. Where compliance with minimum construction, housing, occupancy, fire and life safety codes in effect within the city are in question, the

inspection shall be conducted by a certified inspector possessing the requisite qualifications to determine minimal code compliance.

(3) Following completion of the inspection report, the public officer shall make a determination, in writing, that a property is maintained in a blighted condition, as defined by this article, and is subject to increased taxation.

(4) The public officer shall cause a written notice of his determination that the real property at issue is being maintained in a blighted condition to be served upon the person(s) shown on the most recent tax digest of Fulton County or DeKalb County as responsible for payment of ad valorem taxes assessed thereon; provided, however, where through the existence of reasonable diligence it becomes known to the public officer that real property has been sold or conveyed since publication of the most recent tax digest, written notice shall be given to the person(s) known or reasonably believed to then own the property or be chargeable with the payment of ad valorem taxes thereon, at the best address available. Service in the manner set forth at O.C.G.A. § 41-2-12 shall constitute sufficient notice to the property's owner or person chargeable with the payment of ad valorem taxes for purpose of this section, except that posting of the notice on the property will not be required.

(b) The written notice given to the person(s) chargeable with the payment of ad valorem taxes shall notify such person of the public officer's determination the real property is being maintained in a blighted condition and shall advise such person of the hours and location at which the person may inspect and copy the public officer's determination and any supporting documentation. Persons notified that real property of which the person(s) is chargeable with the payment of ad valorem taxes shall have 30 days from the receipt of notice in which to request a hearing before the city's municipal court. Written request for hearing shall be filed with the public officer and shall be date stamped upon receipt. Upon receipt of a request for hearing, the public officer shall notify the municipal court and the building inspector or person who performed the inspection and prepared the inspection report.

(c) Within 30 days of the receipt of a request for hearing, the municipal court clerk shall set a date, time and location for the hearing and shall give at least ten business days notice to the person(s) requesting the hearing, the public officer and the building inspector or person who performed the inspection and prepared the inspection report. Notice of scheduled hearings shall be published as a legal advertisement in the Atlanta Journal & Constitution, or other designated legal organ in Fulton County, at least five days prior to the hearing. Hearings may be continued by the municipal court judge upon request of any party, for good cause.

(d) At the hearing, the public officer shall have the burden of demonstrating by a preponderance of the evidence that the subject property is maintained in a blighted condition, as defined by this article. The municipal court judge shall cause a record of the evidence submitted at the hearing to be maintained. Upon hearing from the public officer and/or their witnesses and the person(s) requesting the hearing and/or their witnesses, the judge of municipal court shall make a determination either affirming or reversing the determination of the public officer. The determination shall be in writing and copies thereof shall be served on the parties by certified mail or statutory overnight delivery. The determination by the court shall be deemed final. A

copy of such determination shall also be served upon the Tax Commissioner of Fulton County or DeKalb County, who shall include the increased tax on the next regular tax bill rendered on behalf of the city.

(e) Persons aggrieved by the determination of the court affirming the determination of the public officer may petition the Superior Court of Fulton County or DeKalb County for a writ of certiorari within 30 days of issuance of the court's written determination.

Sec. 9-135. - Remediation or redevelopment to remove designation of blighted condition.

(a) A property owner or person(s) who is chargeable with the payment of ad valorem taxes on real property which has been officially designated pursuant to this article as property maintained in a blighted condition may petition the public officer to lift the designation, upon proof of compliance with the following:

(1) Completion of work required under a plan of remedial action or redevelopment approved by the city's planning and development director which addresses the conditions of blight found to exist on or within the property, including compliance with all applicable minimum codes; or

(2) Completion of work required under a court order entered in a proceeding brought pursuant to Atlanta Housing Code.

(b) Before action on a petition to lift the designation, the public officer shall cause the property to be thoroughly inspected by a building inspector who, by written inspection report, shall certify that all requisite work has been performed to applicable code in a workmanlike manner, in accordance with the specifications of the plan of remedial action or redevelopment, or applicable court order. Upon finding required work to be satisfactorily performed, the public officer shall issue a written determination that the real property is no longer maintained in a blighted condition. Copies of this determination shall be served upon the person(s) chargeable with the payment of ad valorem taxes, and upon the Tax Commissioner of Fulton and DeKalb Counties.

(c) All plans for remedial action or redevelopment shall be in writing, signed by the person(s) chargeable with the payment of ad valorem taxes on the real property and the director of the city's planning and development department, and contain the following:

(1) The plan shall be consistent with the city's comprehensive plan and all laws and ordinances governing the subject property, and shall conform to any urban redevelopment plan adopted for the area within which the property lies;

(2) The plan shall set forth in reasonable detail the requirements for repair, closure, demolition, or restoration of existing structures, in accordance with minimal statewide codes; where structures are demolished, the plan shall include provisions for debris removal, stabilization and landscaping of the property;

(3) On parcels of five acres or greater, the plan shall address the relationship to local objectives respecting land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements;

(4) The plan shall contain verifiable funding sources which will be used to complete its requirements and show the feasibility thereof;

(5) The plan shall contain a timetable for completion of required work; and

(6) Any outstanding ad valorem taxes (state, school, county and city, including the increased tax pursuant to this article) and governmental liens due and payable on the property must be satisfied in full.

Sec. 9-136. - Decreased rate of taxation to be applied after successful remedial action or redevelopment of blighted property.

(a) Real property which has had its designation as maintained in a blighted condition removed by the public officer, as provided in section 9-134 of this article, shall be eligible for a decrease in the rate of city ad valorem taxation by applying a factor of 0.5 to the city millage rate applied to the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the municipality or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every $25,000.00 or portion thereof equaling one year of tax reduction; provided, however, that no property shall be entitled to reduction in city ad valorem taxes for more than four successive years.

(b) In order to claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a notarized affidavit to the public officer, supported by receipts or other evidence of payment, of the amount expended.

Sec. 9-137. - Duty of public officer to provide notice to county tax commissioner.

It shall be the duty of the public officer to notify the Tax Commissioner of Fulton County or DeKalb County in writing as to designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street address and tax map, block and parcel number, as assigned by the Fulton County or DeKalb County Tax Assessors' Office. The public officer shall cooperate with the tax commissioner(s) to assure accurate tax billing of those properties subject to increased or reduced ad valorem taxation under this article.

SECTION 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby waived in this instance only.

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Powers and Duties of Mayor and Council Members

Department: Clerk of Commission

Caption: Discuss the Georgia Municipal Association's Handbook for Georgia Mayors and Council Members, Fifth Edition, as relates to the "Powers ad Duties of the Mayor and Council Members." The municipal governing authority consists of the city council or city commission, and depending on the provisions of the city's charter, the mayor. The governing authority is responsible for two essential types of functions: legislative and administrative. (a) Legislative responsibilities involve setting policy for the government by enacting various ordinances, resolution, and regulations. (b) Administrative responsibilities deal with the implementation of the policies and procedures established by the governing body. In many cities, the administrative burden is too great to be borne solely by the mayor and council, so these powers are delegated to a professional manager and policies are carried out by various departments, boards, and commissions in the city. (Requested by Commissioner Lockett) (Referred from May 13 Administrative Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Administrative Services Committee Agenda (May 13, 2013)

Discuss rationale for changing the conflict of interest policy. Should changes be necessitated, task the general counsel with reviewing conflict of interest policies of other municipalities and provide search results and a recommendation to the administrative services committee for review and subsequent approval by the commission-council.

Discuss initiating dialogue among members of the commission-council to ascertain whether an interest exists in becoming an Age-Friendly Community. Communities participating must commit to a cycle of assessing and improving their age-friendliness. According to the federal Administration on Aging, by 2030, nearly 20% of the U. S. Population will be 65 and older. Communities that adopt progressive and forward thinking public policies and urban planning models will attract and retain more residents, provide varied business opportunities to serve the older populations, their families, and caregivers, and build infrastructure and policies that are friendly to all ages.

An "Age-Friendly Community" entails an inclusive and accessible urban or suburban environment that encourages active and healthy aging. (AARP's Network of Age-Friendly Communities)

Approve rotating the scheduled meeting time for all committees.

Discuss the Georgia Municipal Associations Handbook for Georgia Mayors and Council Members, Fifth Edition, as relates to the "Powers and Duties of the Mayor and Council Members."

The municipal governing authority consists of the city council or city commission, and depending on the provisions of the city's charter, the mayor. The governing authority is responsible for two essential types of functions: legislative and administrative.

- **(a) Legislative responsibilities involve setting policy for the government by enacting various ordinances, resolutions, and regulations.**
- **(b) Administrative responsibilities deal with the implementation of the policies and procedures established by the governing body. In many cities, the administrative burden is too great to be borne solely by the mayor and council, so these powers are delegated to a professional manager and policies are carried out by various departments, boards, and commissions in the city.**

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Proposal from Carl Vinson Institute of Government

Department: Clerk of Commission

Caption: Discuss the proposal from the Carl Vinson Institute of Government to provide organizational review services as part of the 2013 Commission Goals and Objectives. (Requested by the Administrator) (Referred from May 13 Administrative Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

CARL VINSON INSTITUTE OF GOVERNMENT
The University of Georgia

Proposal for Services

AUGUSTA-RICHMOND, GEORGIA
PROPOSAL FOR TECHNICAL ASSISTANCE

May 12th, 2013

BACKGROUND AND PURPOSE:

This proposal is responsive to the intention of the Augusta-Richmond Commission to assess the Finance, Planning and Development, and Procurement Departments. The examination will focus on reviewing current departmental organizational structure, lines of reporting, and all services provided inclusive of staffing levels, performance/productivity assessments, as well as the appropriateness of position descriptions. This departmental review will also seek to identify opportunities to increase service efficiency and effectiveness, while exploring the implications of alternative service delivery models. The review and any subsequent recommendations will be based upon identified and established 'Best Practices and Standards' utilized to structure and define local government service provision within the arenas of finance, planning and development, and procurement. What follows is a summarized outline of the scope of work, to include at minimum:

1) A Structural Review – Considers the current organizational structure of the department,

2) Operational Modeling – Assesses departmental processes and information flow,

3) Best Practice/Standard Identification – Illustrates standards of Best Practices in the provision of finance, planning and development, and procurement service delivery.

Additionally, this review will include an assessment of the management tools currently in place or needing to be implemented. This approach allows for determinations to be made regarding the requisite management mechanisms that can influence effective service provision. The proposed Scope of Work lists aspects of the review process; however, it is structured for flexibility to ensure that the needs of the Augusta-Richmond Commission are met. The research will be conducted by the Carl Vinson Institute of Government (CVIOG), Local Government Group (Malik Watkins) in support of and in conjunction with the Augusta-Richmond Commission.

SCOPE OF WORK:

CVIOG faculty will utilize several research methods to investigate current and ideal departmental organization and operations. The process begins with capturing the expectations of the Augusta-Richmond Commission/Administrators and proceeds by identifying the logic of the division of work within each department given prioritized goals and expectations. This entails thoroughly reviewing departmental and unit structure, identifying key standards and best practices associated with well-functioning Finance, Planning and Development, and Procurement Departments. Any subsequent recommendations will then be based upon ensuring that departmental structure matches the demands for local government service as well as any internal or external constraints. CVIOG will also consider the allocation of authority and control within targeted departments as well as whether these hierarchical components maximize achievement of service objectives.

Based upon the findings, recommendations on optimal department structures and related variations will be provided (where appropriate). The following summarizes the tasks to be undertaken:

1. Develop background on the Finance, Planning and Development, and Procurement Department operations,
    a. Gather/review departmental documentation (e.g. procedures, operational directives, prior evaluations, budgets, program/service descriptions, etc.).

2. Interview administrators, department heads and staff to obtain operation specific data.
    a. These meetings will facilitate access to requisite data and potentially identify other key staff who should be interviewed.

3. Produce illustrative models of department reporting structures and operations.
    a. Construct a specific inventory of services provided and functions performed.
    b. Develop process flow charts as the modeling technique to illustrate relative operations (where appropriate).
    c. Review departmental operations, programs and services in a manner that facilitates identification of optimal department structuring.

4. Identify and review the best practices and standards associated with the effective provision of finance, planning and development, and procurement services. Recommendations will be produced by comparing these practices/standards to the current structure and procedures utilized by the relative departments within the Augusta-Richmond local government.
    a. Recommendations will be based upon best practices, performance standards, academic and professional literature and the extensive experience of CVIOG faculty.

5. Specific deliverables will also include
    a. The recommended organizational structure inclusive of operational functions (chart)

b. Position Descriptions
c. Comparable spending matrices from other county/municipal agencies

The scope of work proposed here will derive information from data sources provided by Augusta-Richmond management and staff. CVIOG and Augusta-Richmond will cooperate in guiding project evolution and direction. CVIOG will provide status reports and the Augusta-Richmond Administration will be able to review and respond to sectioned drafts as they are produced (this will take place prior to the production of the final report.) Drafts will be distributed to Augusta-Richmond Commission designees for comments and suggestions prior to finalization. Both Augusta-Richmond and CVIOG understand that the scope of work may be amended based upon research findings.

Tasks and Data Gathering

CVIOG will review the literature and trends related to new strategies and technologies in the applied fields of finance, planning and development, and procurement. The study will involve gathering data from a number of sources, including but not limited to:

- Commissioners, Mayor, Administrator, Deputy Administrators, Department Heads, City Personnel and other key informants as determined
- Phone and Electronic Surveys will be utilized as determined
- Archival data including financial documents, non-confidential personnel and staffing data, written operational policies and procedures, performance evaluations/audits, and other pertinent documents, etc.

To facilitate information gathering, interview scheduling, and general coordination, Augusta-Richmond should designate one person who will serve as the primary contact point for the departmental and unit reviews. Timely completion of this project is dependent upon achieving access to data within appropriate time frames. In this regard, it is expected that data requests will be responded to in a timely manner.

PROJECT TIMELINE:

CVIOG foresees this project beginning shortly after a final agreement has been reached and a contract signed by all parties. Initial activities include project development meetings to further define project scope and identify relevant sources of data. This time will also be spent coordinating with Augusta-Richmond Administrative Personnel to produce the most beneficial project foundation. Dependent upon data provision, the estimated completion timeline is six (6) months. The project will initially focus upon the Planning and Development Department and that component will be concluded within ninety (90) days. However, work on the other departments referenced will begin during this time and will be concluded within the six (6) month time frame. If beginning June 1st, 2012, the completion date is estimated as December 1st, 2013. The total cost is $22,500. If more specific information is required, please advise.

CAPABILITIES OF THE VINSON INSTITUTE:

The mission of the Vinson Institute is to improve governance and the lives of people in Georgia. In carrying out this mission, the Vinson Institute can call on the wide-ranging knowledge base of the University of Georgia as well as on 80 years of direct service experience in providing technical assistance, research and policy analysis to local and state governments in Georgia. The Vinson Institute is among the most highly-rated university-based organizations designed specifically to span the gap between best practices research and the existing practice of government. The Vinson Institute has developed expertise in numerous areas of public policy, public management, training, and human services and resource development. Most importantly for the purposes of this proposal, the Vinson Institute's Governmental Services and Research Division has been assisting local governments with issues of service delivery and financing for decades.

The proposed lead researcher for this project is:

Malik R. Watkins, Ph.D. Malik is a Public Service Associate with the Carl Vinson Institute of Government, Local Government Unit. Malik has over 20 years of experience in practicing and providing operational assessments and applied research services within multiple arenas. Most recently he provided strategic assessments and departmental reviews on multiple governmental departments for the City of Brunswick.

Malik regularly provides assistance and applied research to state and local governments in the areas of program development and evaluation, organization and operations, and project management. Malik earned a Ph.D. in City and Regional Planning from The Ohio State University and an M.B.A. in Operations Management from the University of Notre Dame. His assessment approach is based upon applied training and experience in strategies of systematic inquiry and operations management.

The Carl Vinson Institute of Government focuses on providing customized research projects based upon the unique and specific needs of each local government. We have several experts in this arena that can be called upon to provide additional technical support. We stand ready to meet your applied research needs!

For additional information please contact:

Malik R. Watkins
Public Service Associate
watkins@cviog.uga.edu
706.201.2296

Ted Baggett
Local Government Program Manager
baggett@cviog.uga.edu
706.542.6252

* * *

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Rental Agreement for Department of Driver Services

Department: Clerk of Commission

Caption: Approve the renewal of the Rental Agreement between the Department of Driver Services and Richmond County for use by Customer Service Center #51 of office space located at 3423 Mike Padgett Highway for the period from July 1, 2013 through June 30, 2014.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Rental Agreement for Dept. of Family and Children Services

Department: Clerk of Commission

Caption: Approve the renewal of the Rental Agreement between Augusta, Georgia and the Georgia Department of Human Services for office space for the Department of Family and Children Services located at 520 Fenwick Street for the period beginning July 1, 2013 through June 30, 2014.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

GEORGIA STATE PROPERTIES COMMISSION CONTRACT RENEWAL LETTER

Fiscal Year: FY14

Department of Human Services - DFCS
Agency and Division

January 3, 2013

Lease #: 3246

Landlord and Address:

Augusta, Ga
530 Greene Street, Eighth Floor
Augusta, Georgia 30901-4480

Ladies or Gentlemen:

The Rental Agreement, dated 12/20/2011, by and between Augusta, Ga and the Georgia Department of Human Services for its Division of Family and Children Services (DFCS) in Richmond County of 79,301 square feet of OFFICE space located at 520 Fenwick St, in Augusta, Georgia will expire on June 30, 2013.

Article IV of said Rental Agreement granted to Tenant the option to extend its occupancy on a year-to-year basis for 4 consecutive years. Pursuant to this Article, the Georgia Department of Human Services - DFCS, desires to exercise this option therefore, continuing its occupancy for a 12-month period beginning July 1, 2013 and ending June 30, 2014, under the same terms, conditions, covenants, agreements, provisions and stipulations of said Rental Agreement and at the Monthly Rental Rate of

$53,333.34

Approved: _____ Approved: _____
Leasing Manager
State Properties Commission
DIVISION DIRECTOR
(or Approved Designee)

Date: 05/07/2013 Approved: _____
COMMISSIONER
(or Approved Designee)

Item # 17

Approved by the Augusta Richmond County Commission in meeting _____

_____ .

_____
Mayor, City of Augusta

ATTEST:

_____
Clerk of Commission

Administrative Services Committee Meeting
5/28/2013 1:05 PM
Resolution of Transmittal, Short-Term Work Program, 2013-18

Department: Planning and Development

Caption: Approve a Resolution transmitting the Draft Short-Term Work Program, 2013-18, for review by the CSRA Regional Commission.

Background: Regulations implementing the Georgia Planning Act of 1989 require that the Short-Term Work Program (STWP), a component of the Augusta-Richmond County Comprehensive Plan, be updated every five (5) years. The Short-Term Work Program is a list of specific actions to be undertaken by the city and other community stakeholders to implement the Comprehensive Plan. Information on each activity in the Short-Term Work Program includes a brief description, the timeframe for implementation, the responsible party or parties, the estimated cost and the funding source(s).

Analysis: A Short-Term Work Program for the years 2013-18 has been drafted with input from other city departments and a number of community organizations. It includes a wide range of projects in the areas of land use/ growth management, housing, economic development, cultural and historic resources, greenspace and natural resources, community facilities and services and transportation. The draft STWP was made available on the city website and a public hearing was held on April 29th at the main library on Telfair Street. In addition to the draft STWP, a separate Report of Accomplishments has been prepared for the expired 2008-12 STWP. The next step in the update process is for the city to transmit the draft STWP for review by the CSRA Regional Commission and the Georgia Department of Community Affairs. The Regional Commission will conduct a completeness review of the STWP and provide adjacent units of local government an opportunity to review and comment on the document. The review process takes about 60 days, at which time the Regional Commission will send a report of findings and recommendations, if any, to the city. The city can then adopt the final STWP, and notify the Regional Commission, to complete the process. Failure to adopt a new Short-Term Work Program will result in the city losing its status as a Qualified Local Government under the state's

Standards and Procedures for Local Comprehensive Planning.

Financial Impact: Not Applicable

Alternatives: Approve the resolution or not

Recommendation: Approve the resolution transmitting the draft Short-Term Work Program, 2013-18, for review by the CSRA Regional Commission.

Funds are Available in the Following Accounts: Not Applicable

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

CITY OF AUGUSTA, GEORGIA

RESOLUTION OF SUBMITTAL

AUGUSTA-RICHMOND COUNTY COMPREHENSIVE PLAN
DRAFT SHORT-TERM WORK PROGRAM, 2013-18

WHEREAS, Augusta, Georgia has completed a draft Short-Term Work Program for the years 2013 – 2018; and

WHEREAS, this Short-Term Work Program was prepared according to the Minimum Planning Standards and Procedures for Local Comprehensive Planning, established by the Georgia Planning Act of 1989, and

WHEREAS, a Public Hearing was held on Monday, April 29, 2013 at 5:30 p.m. at the Main Branch of the East Central Georgia Regional Library System, 823 Telfair Street, Augusta, Georgia;

BE IT THEREFORE RESOLVED, that the Augusta Commission does hereby submit the Short Term Work Program, 2013-2018, to the Central Savannah River Area Regional Commission for regional review, as per the requirements of the Georgia Planning Act of 1989,
this _____ day of _____, 2013

AUGUSTA, GEORGIA

Signature: _____

Name: Deke S. Copenhaver

Title: Mayor

Attest: _____

Name: Lena J. Bonner

Title: Clerk of Commission

Seal:

AUGUSTA-RICHMOND COUNTY, SHORT TERM WORK PROGRAM: 2008-2012
REPORT OF ACCOMPLISHMENTS

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
LAND USE / GROWTH MANAGEMENT										
Conduct more detailed studies of character areas, neighborhoods, activity centers or other areas as necessary				■	■	Neighborhood Associations, Planning Commission, Other Stakeholders, Consultant	$1.1 M	HUD, FHWA, City	Ongoing	Consultant working on the Augusta Sustainable Development Implementation Program Planning Projects
Evaluate the feasibility and merits of establishing mixed-use districts, Conservation districts or other types of overlay zones in various parts of the city	■	■	■	■	■	Neighborhood Associations, Planning Commission, Other Stakeholders	Staff Time	City	Ongoing	One overlay district established in Laney-Walker / Bethlehem revitalization area
Update zoning map to reflect Community Agenda, existing land use and other relevant considerations	■	■	■	■	■	City Commission, Planning Commission	Staff Time	City	Ongoing	Rezoning applications processed on a monthly basis
Update local zoning and development ordinances as necessary to achieve quality growth	■	■	■	■	■	City Commission, Planning Commission	Staff Time	City	Ongoing	Zoning ordinance and other development regulations amended as necessary
Address growth management issues through use of the Georgia Quality Growth Partnership's *Smart Growth Toolkit*	■	■	■	■	■	City Commission, Planning Commission	Staff Time	City	Ongoing	Smart growth concepts being used in the Augusta Sustainable Development Implementation Program

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
Identify other suburban sites for infill development or redevelopment		■	■			City Commission, Planning Commission, Other stakeholders, Consultant	$500,000	City	Completed	Consultant completed The Augusta Sustainable Development Agenda in October 2010
Continue cooperation with adjacent communities and Fort Gordon regarding land use and re-zoning actions and other initiatives	■	■	■	■	■	City, Fort Gordon and adjacent communities	Staff Time	City, Fort Gordon	Ongoing	Fort Gordon and adjacent communities consulted on land use and zoning actions; City now providing water and sewer service on the post.
HOUSING										
Continue to implement modernization projects at Augusta Housing Authority sites	■	■	■	■	■	Augusta Housing Authority (AHA)	$8.0 M	HUD	Ongoing	Modernization projects completed at several AHA sites
Develop and implement mixed-income housing projects at identified sites	■	■	■	■	■	Augusta Housing Authority (AHA), Augusta Affordable Housing Corp.	NA	Tax Credits, Private Sector	Ongoing	Phases 1 and 2 of Walton Oaks project complete and occupied
Rehabilitate 125 housing units for low income homeowners	■	■	■	■	■	HCD	$2.0 M	HUD, Program Income	Completed	Rehabilitated a total of 55 units for homeowners
Rehabilitate 50 housing units for low income renters	■	■	■	■	■	HCD	$30,000	HUD, Program Income	Completed	Rehabilitated two renter-occupied units

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
Complete emergency repairs on 100 housing units occupied by low income households	■	■	■	■	■	HCD	$219,298	HUD, Program Income	Completed	Emergency repairs to 55 housing units
Provide downpayment assistance to 150 first-time homebuyers	■	■	■	■	■	HCD	$1.5 M	HUD	Completed	Provided downpayment assistance to 231 first-time homebuyers
Demolish 200 dilapidated housing units and rebuild new units on site for low income homeowners	■	■	■	■	■	Augusta License and Inspection Dept.	$1.04 M	City, CDBG	Ongoing	243 dilapidated housing units demolished
Develop and implement new and renovated housing projects in target areas per adopted plans and implementation plans.	■	■	■	■	■	City, CHDOs, Other Non-Profits, Private Developers	1.2M	HUD Funding	Completed	Total of 54 housing units constructed and / or rehabilitated in target areas.
Develop and implement economic development projects in target areas per adopted Neighborhood Revitalization Strategy and other initiatives			■	■		HUD, Non-Profits, Private Sector	$415,000 $180,000	CDBG & CDBG-R Economic Development Incentive Grant (EDI)	Completed two projects	Laney Enterprise Center (Antioch Ministries – Incubator) Total Cost: $517,500 HEAL Complex (Paine College) Total Cost:$7,801,015
Continue code enforcement program in the inner-city target area	■	■	■	■	■	Augusta License & Inspection Department	N/A	City	Ongoing	Total of 28,966 cases made during the period

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
Acquire tax delinquent and abandoned properties through the Augusta Land Bank Authority for use in constructing affordable housing	■	■	■	■	■	Land Bank Authority	N/A	CDBG, City	Ongoing	Augusta Land Bank Authority acquired 262 parcels between 2008 and 2012 through purchase, donation or foreclosure.
ECONOMIC DEVELOPMENT										
Attract industry to the Augusta Corporate Park	■	■	■	■	■	County Development Authority, City	Staff Time	County Develop Auth., Chamber, City	Ongoing	First tenant, Starbucks, broke ground on plant in July 2012
Implement downtown revitalization projects as outlined in the *Joint Master Plan for the Augusta, GA and North Augusta, SC Regional Urban Core*	■	■	■	■	■	City, DDA, AT, Private	N/A	City, DDA, AT, Private	Ongoing	Detailed planning being worked on by project committees
Implement enhancement projects on gateways into the city	■	■	■	■	■	City, CVB, GAP, Chamber, Private	N/A	City, CVB, GAP, Chamber, Private	Ongoing	Established Garden City Improvement Fund; Completed projects on Wheeler Road, Greene St., St Sebastian Way
Attract new missions / partnerships to Fort Gordon	■	■	■	■	■	Fort Gordon, Chamber, City, CSRA Alliance for Fort Gordon	N/A	City, Private Sector, Others	Ongoing	Expansion of national security operations completed in 2011
Implement plan for redevelopment of former Regency Mall site	■	■	■	■	■	City, Non-Profit	NA	City, Non-Profit	Incomplete	Development of flood control impoundment on Rocky Creek expected to generate interest in

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
										redevelopment of mall property.
New developments related to Bio-business and / or biomedical research and technology park.	■	■	■	■	■	Georgia Medical Center Authority, GRU	NA	Georgia Medical Center Authority	Three (3) companies graduated from bio-business center	State funding eliminated for GMCA, but Authority to continue work by partnering with other agencies
CULTURAL AND HISTORIC RESOURCES										
Complete Downtown Augusta Walking Tour Brochures	■	■	■			City, Historic Augusta, Inc.	$20,000	City, DNR	Complete	Completed Phases I and II
Issue Certificates of Appropriateness for 325 projects in local historic districts	■	■	■	■	■	Historic Preservation Commission	Staff Time	City, Historic Augusta, Inc.	Ongoing	Augusta HPC reviewed 294 COAs during the period
Complete update of historic resource survey of the Harrisburg-West End Historic District	■	■	■	■	■	City, Consultant	$30,000	DNR, City	Complete	Phases 1, 2 & 3 of Harrisburg survey. Also Summerville Phase 1
Update Augusta Historic Preservation Plan (c. 1991)			■	■		City, Consultant, Community Stakeholders	NA	DNR, City	Incomplete	Historic district survey work a higher priority
Evaluate the feasibility of using conservation districts as an alternative to historic district designation in some neighborhoods		■	■			Historic Preservation Commission, Historic Augusta, Inc.	Staff Time	HPC, Historic Augusta, Inc.	Incomplete	Overlay zoning being considered as a viable alternative.

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
GREENSPACE AND NATURAL RESOURCES										
Continue to participate in the Georgia Greenspace Program and protection of environmentally sensitive lands as open space	■	■	■	■	■	Central Savannah River Land Trust, City	N/A	State, City, Private Sector	Ongoing	Central Savannah River Land Trust continues to acquire property for the Butler Creek Greenway. A trail head to the first phase of the Lombard Mill Pond Trail has been established at a site off Old Highway 1.
Continue work to eliminate invasive plant species from greenspace lands along Butler Creek	■	■	■	■	■	Central Savannah River Land Trust, City	$	State, City, Private Sector	Ongoing	
Continue to enforce the applicable requirements of the Part V Environmental Ordinances adopted by the City of Augusta	■	■	■	■	■	City	Staff Time	City	Ongoing	
Continue the permitting and enforcement provisions of the Soil Erosion and Sediment Control Ordinance	■	■	■	■	■	City	Staff Time	City	Ongoing	Soil erosion and sediment control plans submitted with site plans and subdivisions plans.
Continue the permitting and enforcement provisions of the Flood Damage Prevention Ordinance	■	■	■	■	■	Augusta Engineering, Planning Commission	Staff Time	City	Ongoing	Total of 768 permits issued during the period
Continue community outreach related to water quality and quantity	■	■	■	■	■	AUD, Augusta Watershed Roundtable	Staff Time	State, City, Private Sector, Non-profits	Ongoing	Activities coordinated by the Augusta Utilities Department

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
Implement emission reduction strategies to demonstrate compliance with federal air quality standards	■	■	■	■	■	GA EPD, City, Various Stakeholders	Staff Time	State, City, Private Sector	Ongoing	The CSRA Air Quality Alliance met regularly to report on relevant air quality data, discuss local and regional air quality initiatives, monitor developments related to federal air quality regulations and requirements and disseminate information to stakeholders in the study area.
Support implementation of the Phinizy Swamp Park Master Plan (buildings, education, research, land management)	■	■	■	■	■	Southeastern Natural Sciences Academy, Private, City, School Systems	N/A	City, Grants, Private donations	Ongoing	The Swamp Park hosts a variety of educational, cultural and environmental activities and programs; Additions to the boardwalk completed
COMMUNITY FACILITIES AND SERVICES										
Complete water & sewer projects funded by Series 2004 Bonds	■	■	■	■	■	AUD	$189.6 M	Series 2004 Bonds	Ongoing	
Complete design and construct a new Judicial Center	■	■	■	■		City, Court Officials, Contractor	$74.0 M	SPLOST Phases II, IV & V	Complete	Building open in April 2011

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
Relocation of Sheriff's Administration Offices			■	■	■	Sheriff's Dept., City	$3.0 M	SPLOST Phase V	Complete	Groundbreaking in June 2011; Building open in September 2012
Renovations to Richmond County Correctional Institution	■	■	■	■		City	$750,000	SPLOST Phase V	Complete	Project completed in 2011
Complete design & construct and furnish new main branch of Augusta Regional Library	■	■	■			City	$26.0 M	SPLOST Phases IV & V, State & Private Funds	Complete	Ground broken in 2009.Grand opening on June 25, 2010
Design and construct new exhibit hall and trade center	■	■	■	■	■	City, CVB	$29.5 M	SPLOST Phase V	Complete	Ground broken in June 2010. Opened in January 2013
Design & construct new pods at the Phinizy Road Jail (Webster Detention Center)	■	■	■	■	■	City, Sheriff's Department	$24.0 M	SPLOST Phase V	Ongoing	Project scheduled for completion in December 2013
Renovation of facilities for fire administration and training	■	■				Fire Department, Augusta Engineering	$3.9M	SPLOST Phase IV	Complete	Fire administration and training center opened in 2009 and located at Deans Bridge Rd. and I-520
New Fire Station on Alexander Drive			■	■	■	Fire Department, Augusta Engineering	$2.1 M	SPLOST Phase IV	Complete	New Fire Station #10 opens on 1/31/12
Upgrade existing parks included on SPLOST Phase V project list	■	■	■	■	■	Recreation and Parks Department	$4.5 M	SPLOST Phase V	Complete	Variety of improvements at 30 facilities throughout the city
Augusta Mini Theatre Improvements	■	■				Augusta Mini Theatre, City	$500,000	SPLOST Phase V, CDBG	Complete	New facility opened in 2010 at
Lucy Craft Laney Museum Improvements			■	■	■	Laney Museum, City	$200,000	SPLOST Phase V	Ongoing	

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
Improvements to Various Recreation, Historic and Cultural Facilities	■	■	■			City, Non-Profit Organizations	$400,000	SPLOST Phase V	Ongoing	Completed installation of new roof on
Continue to implement the Augusta Wayfinding Signage Program	■	■	■	■	■	CVB, City, GDOT	$382,000	SPLOST, DDA	Ongoing	68 wayfinding signs installed so far
Complete public school construction, renovation and expansion projects as identified	■	■	■	■	■	RCBOE	$193 M budgeted	School Sales Tax Phase III	Ongoing	Completed approx. 27 major school renovation and new construction projects
TRANSPORTATION										
Reconstruct I-20 @ I-520 Interchange	■	■	■			FHWA, GDOT	$193.0 M	FHWA, GDOT	Complete	Open to traffic in October 2009
Widen I-20 from 4 to 6 lanes from Belair Rd. to River Watch Pkwy.	■	■	■			FHWA, GDOT, Contractor	$51.6 M	FHWA, GDOT	Complete	Open to traffic in October 2009
Construct St. Sebastian / Greene St. Ext. in vicinity of CSX Railroad & 15th St.	■	■	■			GDOT, Augusta Engineering	$30.3 M	FHWA, GDOT	Complete	Open to traffic in August 2010
Widen Bungalow Road from Richmond Hill Rd. to Peach Orchard Rd. Includes curb, gutter, sidewalks and piping.	■	■				Augusta Engineering, GDOT, Contractor	$4.0 M	SPLOST Phase III	Complete	Open to traffic in 2009

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
East Boundary road and drainage improvements from Broad St. to Laney-Walker Blvd.	■	■				Augusta Engineering	$3.9 M	SPLOST Phase IV, CDBG	Complete	Open to traffic in 2009
Acquire ROW and widen Alexander Drive from 2 to 4 lanes from Washington Rd. to River Watch Pkwy.	■	■	■	■	■	GDOT, Augusta Engineering	$13.89 M	FHWA, GDOT SPLOST Phase III	Complete	Open to traffic in March 2012
Acquire right-of-way to widen 15th St. /MLK Blvd. from Government St. to Milledgeville Rd.		■	■	■		GDOT	$5.0 M	FHWA, GDOT	Incomplete	Delays due to environmental issues and lack of full funding for ROW acquisition
Acquire right-of-way to widen Wrightsboro Rd. from 2 to 4 lanes from Jimmie Dyess Pkwy. to I-520 SB ramp	■	■	■	■	■	GDOT, Augusta Engineering	$5.5 M	FHWA, GDOT, SPLOST Phase III	Complete	ROW certified on 8/15/12; Construction contract awarded to Reeves on 10/5/12
Preliminary engineering on construction of median barrier on Gordon Hwy. from Peach Orchard Rd. to Walton Way		■	■			GDOT	$960,000	FHWA, GDOT	Incomplete	Project deleted from ARTS TIP at request of GDOT; To be completed as a local project with T-SPLOST funds
Windsor Spring Road Phase IV – Complete preliminary engineering and acquire ROW for widening from Willis Foreman Rd. to Tobacco Rd. (includes bridge @ Spirit Creek	■	■	■	■	■	GDOT, Augusta Engineering	$33.16 M	FHWA, GDOT, SPLOST Phases III & IV	Ongoing	Final design is 85% complete; ROW acquisition activities are underway (property appraisals)

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
Windsor Spring Road Phase V – Complete preliminary engineering and acquire ROW for widening from Willis Foreman Rd. to SR 88 in Hephzibah (includes bridge @ NS Railroad	■	■	■	■	■	GDOT, Augusta Engineering	$21.46 M	FHWA, GDOT, SPLOST Phases III & IV	Ongoing	Final design is 70% complete; ROW acquisition activities are underway (property appraisals)
Acquire ROW and widen **I-520** from 4 to 6 lanes from Gordon Hwy. to Deans Bridge Rd. and reconstruct interchanges	■	■	■	■	■	FHWA, GDOT	$8.97 M	FHWA, GDOT	ROW complete; Construction ongoing	Construction work started on 2/3/12
15th St. (SR 4) @ Central Ave. intersection improvements	■	■	■			GDOT	$392,337	FHWA, GDOT	Complete	Completed 3/31/10
Traffic signal upgrades @ 11 locations on Washington Rd. (SR 28) and road resurfacing of Washington Rd.	■	■				GDOT, Contractor	$4.0 M	FHWA, GDOT	Complete	SR 28 resurfacing completed fall 2008; Traffic signal upgrades complete spring 2009
Implement Transportation Enhancement projects at Augusta State University and on James Brown Blvd. (Streetscape)	■	■	■	■	■	GDOT, ASU, City	$600,000 & $200,000	FHWA, ASU, City	Ongoing	ASU History Walk Phase IV complete 2/28/12; James Brown Streetscape in design
Construct intersection improvements on Washington Rd @ Boy Scout Rd. & Center West Pkwy.	■	■				Augusta Engineering	$721,000	SPLOST Phase IV	Complete	Contract award in October 2008; Project complete and open to traffic in August 2009

Project	Year of Implementation					Responsibility	Approx. Cost	Funding Source	Status	Comments
	2008	2009	2010	2011	2012					
Windsor Spring Rd. improvements from Peach Orchard Rd. to Wyman St. to Old Louisville Rd.	■	■				Augusta Engineering	$2.13 M	SPLOST Phases I & III	Complete	
Engineer and install downtown traffic signal & lighting upgrades – Broad St. area	■	■				Augusta Engineering	$2.5 - 3.0 M	SPLOST Phase IV	Complete	Broad St. signal system upgraded with ARRA funds
Engineer and install downtown traffic signal & lighting upgrades – Telfair St. area			■	■	■	Augusta Engineering	NA Subject to availability of funds	SPLOST Phase IV	Ongoing	Telfair St. signal upgrade postponed pending availability of funds
Engineer, acquire right-of-way & widen Marvin Griffin Rd. from 2 to 4 lanes from Mike Padgett Hwy. to Doug Barnard Pkwy.	■	■	■	■	■	Augusta Engineering	$3.47 M	SPLOST Phases II & III	Ongoing	Right-of-way acquisition completed in 2012; Clearing is underway; construction expected to start in 2014.
Widen Morgan Rd. from Tobacco Rd. to Deans Bridge Rd.	■	■				Augusta Engineering	$2.34 M	SPLOST Phases I & III	Complete	Contract award in January 2009; Project completed in Feb. 2012
Paving Various Roads, Phase IX (Paving of selected dirt roads)	■	■	■	■	■	Augusta Engineering	$800,000	SPLOST Phase IV	Complete	
Implement any necessary improvement projects at Augusta Regional Airport and Daniel Field Airport	■	■	■	■	■	Augusta Aviation Commission, General Aviation Commission	N/A	Federal	Ongoing	Major projects completed at Augusta Regional include rebuilding main runway, construction of new general aviation terminal and expanding short and long-term parking lots.

KEY TO ABBREVIATIONS

- DNR – Georgia Department of Natural Resources
- FHWA – Federal Highway Administration
- HUD – Housing and Urban Development Department
- GDOT – Georgia Department of Transportation
- GA EPD – Georgia Environmental Protection Division
- GRU – Georgia Regents University (formed by consolidation of Georgia Health Sciences University and Augusta State University)
- City – City of Augusta
- AT – Augusta Tomorrow
- RCBOE – Richmond County Board of Education
- AHA – Augusta Housing Authority
- Augusta Engineering – Augusta Engineering Department
- AUD – Augusta Utilities Department
- HCD – Augusta Housing & Community Development Department
- CVB – Augusta Convention & Visitors Bureau
- Chamber – Augusta Metro Chamber of Commerce
- GAP – Greater Augusta Progress
- ARTS – Augusta Regional Transportation Study
- GMCA – Georgia Medical Center Authority

SHORT TERM WORK PROGRAM: 2013-2018

AUGUSTA-RICHMOND COUNTY

Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
LAND USE / GROWTH MANAGEMENT									
Conduct more detailed studies of character areas, neighborhoods, activity centers or other areas as necessary	■	■	■	■	■		Neighborhood Associations, Planning Commission, APDD, Other Stakeholders	Staff Time	City
Evaluate the feasibility and merits of establishing mixed-use districts, Conservation districts or other types of overlay zones in various parts of the city	■	■	■	■	■		Neighborhood Associations, APDD, Other Stakeholders	Staff Time	City
Update zoning map to reflect Community Agenda, existing land use and other relevant considerations	■				■		City Commission, Planning Commission, APDD	Staff Time	City
Update local zoning and development ordinances as necessary to achieve quality growth	■	■	■	■	■		City Commission, Planning Commission, APDD	Staff Time	City

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	2013	2014	2015	2016	2017	2018			
Address growth management issues through use of the Georgia Quality Growth Partnership's *Smart Growth Toolkit*	■	■	■	■	■		City Commission, Planning Commission, APDD	Staff Time	City
Identify other suburban sites for infill development or redevelopment			■					Staff Time	City
Continue cooperation with adjacent communities and Fort Gordon regarding land use and re-zoning actions and other initiatives	■	■	■	■	■		City, Fort Gordon and adjacent communities	Staff Time	City, Fort Gordon
HOUSING									
Continue to implement modernization projects at Augusta Housing Authority sites	■	■	■	■	■	■	Augusta Housing Authority (AHA)	$3,758,808	HUD
Develop Phases 3 and 4 of the Walton Oaks mixed-income development	■	■	■	■			Augusta Housing Authority (AHA), Augusta Affordable Housing Corp.	NA	Tax Credits, Private Sector
Develop phases 1 and 2 of the Twiggs Circle housing project	■	■	■	■	■	■	Augusta Housing Authority (AHA)	TBD	Tax Credits, Private Sector

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Implement phases of the Cherry Tree Crossing redevelopment project	■	■	■	■	■	■	Augusta Housing Authority (AHA), Augusta Affordable Housing Corp.	TBD	Tax Credits, Private Sector
Rehabilitate 95 housing units for low income homeowners	■	■	■	■	■	■	HCD	$2.7 M	HUD, Program Income
Rehabilitate two housing units for low income renters	■	■	■	■	■	■	HCD	$30,000	HUD, Program Income
Complete emergency repairs on 120 housing units occupied by low income households	■	■	■	■	■	■	HCD	$600,000	HUD, Program Income
Provide down payment assistance to 305 first-time homebuyers	■	■	■	■	■	■	HCD	$1.8 M	HUD
Demolish 120 dilapidated housing units	■	■	■	■	■	■	Augusta Planning and Development Department	$600,000	City General Fund
Develop and implement new and renovated housing projects in target areas per adopted plans and implementation plans. Total of 100 units to be assisted.	■	■	■	■	■	■	City, CHDOs, Other Non-Profits, Private Developers	$1.8M	HUD

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	2013	2014	2015	2016	2017	2018			
Develop and implement economic development projects in inner-city target areas.	■	■	■	■	■	■	City, Non-Profits, Private Sector	N/A	Bonds, tax credits, private, City
Continue code enforcement program in the inner-city target area	■	■	■	■	■	■	Augusta Planning and Development Department	N/A	City
Acquire tax delinquent and abandoned properties through the Augusta Land Bank Authority for use in constructing affordable housing	■	■	■	■	■	■	Land Bank Authority	N/A	CDBG, City
ECONOMIC DEVELOPMENT									
Develop a Master Plan for the Augusta Corporate Park	■						County Development Authority	TBD	SPLOST
Extend the access road , named Valencia Way, located in the Augusta Corporate Park		■	■	■	■	■	County Development Authority	TBD	Sales Tax Funds
Build a Speculative Building at the Augusta Corporate Park				■	■		County Development Authority	TBD	TBD

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	2013	2014	2015	2016	2017	2018			
Complete due diligence and complete a master plan for the DARC 57 site				■	■	■	County Development Authority	TBD	TBD
Attract industry to the Augusta Corporate Park	■	■	■	■	■	■	County Development Authority, City	Staff Time	County Develop Auth., Chamber, City
Implement downtown revitalization projects as outlined in the *Joint Master Plan for the Augusta, GA and North Augusta, SC Regional Urban Core*	■	■	■	■	■	■	City, DDA, AT, Private	N/A	City, DDA, AT, Private
Provide training to small businesses as part of the LWEC Economic Development Program	■						Antioch Ministries, Inc.	$7,500	HUD CDBG
Implement enhancement projects on gateways into the city	■	■	■	■			Augusta Convention and Visitors Bureau	$1.1 M	Private Sector, SPLOST Transportation Enhancement grant, City funds
Attract new missions / partnerships to Fort Gordon	■	■	■	■	■	■	Fort Gordon, Chamber, City, CSRA Alliance for Fort Gordon	N/A	City, Private Sector, Others
Implement plan for redevelopment of former Regency Mall site	■	■	■	■	■		City, Non-Profit	N/A	City, Non-Profit
Implement Augusta Regional Collaboration Program	■	■	■	■	■	■	City, Consultant, GRU and other stakeholders	N/A	City, Private Sector, Grants

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
CULTURAL AND HISTORIC RESOURCES									
Design and construct a Performing Arts Center		■	■	■	■	■	City, Private Sector, Others	TBD	TBD
Augusta Canal – implement projects funded in part with SPLOST VI	■	■	■	■	■	■	Augusta Canal Authority	$4.3 M	Canal Authority, SPLOST VI, grants
Create Public Art Master Plan	■						Greater Augusta Arts Council, City	N/A	Staff Time
Inventory Public Art in the City and Create a Brochure of the Same	■						Greater Augusta Arts Council	$2,500	Grant Funds, In-Kind Donation
Evaluate the condition of existing public art and		■					Greater Augusta Arts Council, Conservator	$15,000 – $18,000	City, Owners of the Art
Create Two Murals on the 15th Street Corridor	■						Greater Augusta Arts Council, Local Artists	$20,000	GAAC & DOT
Create a Computer App mapping the location of public art	■						Greater Augusta Arts Council, City	N/A	Staff Time
Install Works of Art at Gateways Designated by the Augusta Convention and Visitors Bureau	■	■	■	■			Greater Augusta Arts Council, ACVB	$3,000 - $20,000 per work of art	Private Sector, SPLOST, City Funds, Grants
Evaluate the feasibility of using conservation districts as an alternative to historic district designation in some neighborhoods		■	■				Historic Preservation Commission, Historic Augusta, Inc.	Staff Time	HPC, Historic Augusta, Inc.

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
Complete historic resource survey of Summerville Historic District	■	■					City, Consultant	$30,000	DNR, City (in-Kind)
Complete web-based walking tour brochures for Broad and Reynolds Streets			■	■			City, Consultant	$40,000	DNR, City (in-Kind)
Update the National Register nomination for Summerville and nominate other neighborhoods to the National Register	■	■	■	■	■	■	Historic Augusta, Inc.	NA	TBD
Rehabilitate historic structures and landmark buildings in the Laney-Walker and Bethlehem neighborhoods	■	■	■	■	■	■	TBD	NA	TBD
GREENSPACE AND NATURAL RESOURCES									
Develop 1-3 Compressed Natural Gas (CNG) fueling stations throughout the city	■	■	■	■			Augusta Environmental Services Department	$6.0 M - $8.0 M	Enterprise Fund
Convert or replace fossil fuel vehicles with alternative fuel vehicles	■	■	■	■	■	■	Augusta Environmental Services Department	NA	Revenue from sale of CNG fuel

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
Provide economic incentives to increase household waste recycling	■	■	■	■	■	■	Augusta Environmental Services Department	$1.8 M	Department budget
Participate in the Georgia Greenspace Program	■	■	■	■	■	■	Central Savannah River Land Trust, APDD, City	City contracts yearly with CSRLT	State, City, Private Sector
Butler Creek Privet Removal Program	■	■	■	■	■	■	Central Savannah River Land Trust, City	$150,000±	U.S. Fish and Wildlife Service
Continue to enforce the applicable requirements of the Part V Environmental Ordinances	■	■	■	■	■	■	City, APDD	Staff Time	City
Continue the permitting and enforcement provisions of the Soil Erosion and Sediment Control Ordinance	■	■	■	■	■		City	Staff Time	City
Continue the permitting and enforcement provisions of the Flood Damage Prevention Ordinance	■	■	■	■	■		Augusta Engineering, Planning Commission	Staff Time	City

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
Continue community outreach related to water quality and quantity	■	■	■	■	■		AUD, Augusta Watershed Roundtable	Staff Time	State, City, Private Sector, Non-profits
Implement emission reduction strategies to demonstrate compliance with federal air quality standards	■	■	■	■	■		GA EPD, City, Various Stakeholders	Staff Time	State, City, Private Sector
Support implementation of the Phinizy Swamp Park Master Plan (buildings, education, research, land management)	■	■	■	■	■	■	Southeastern Natural Sciences Academy, Private, City, School Systems	N/A	City, Grants, Private donations
Rehabilitate some of the infrastructure at Phinizy Swamp Nature Park constructed in the 1990s				■	■	■	Southeastern Natural Sciences Academy, Private, City	N/A	City, Private Donations, grants
COMMUNITY FACILITIES AND SERVICES									
Complete water & sewer projects funded by bonds	■	■	■	■	■	■	AUD	N/A	City, Bondholders
Complete Renovations to Augusta Municipal Building	■	■	■				City	$29.6 M	Bond Proceeds, Sales Tax Funds

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
Upgrade existing parks included on SPLOST Phase V project list	■	■	■	■	■	■	Recreation, Parks and Facilities Department	$5.0 M	SPLOST Phase V
Center of Hope Revitalization Project	■						The Salvation Army of Greater Augusta	$28,000	HUD CDBG
Renovation of Respite Care Center for the Homeless	■						Coordinated Health Services, Inc.	$75,000	HUD CDBG
Construct Splash Pad at May Park	■	■					Recreation, Parks and Facilities Department	$200,000	SPLOST, HUD CDBG
Continue to implement the Augusta Wayfinding Signage Program	■	■					CVB and Partners	$140,000 (Phase 1A)	City, Grant
Complete public school construction, renovation and expansion projects as listed in the RCBOE Phase IV Master Plan	■	■	■	■	■	■	RCBOE	$146.2 M	E-SPLOST, Phase IV
TRANSPORTATION									
Augusta Public Transit - design and construct a new maintenance garage and administrative offices	■	■					City	$8.0 M	City, FTA
Wrightsboro Road – widen from Jimmie Dyess Pkwy. to I-520 ramps	■	■	■				GDOT, Augusta Engineering	$18.6 M	FHWA, GDOT, TSPLOST Band 1

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
I-520 / Bobby Jones Expressway – widen from Gordon Hwy. to Deans Bridge Rd. and reconstruct interchanges	■	■					FHWA, GDOT	$29.8 M	FHWA, GDOT
Windsor Spring Road Phase IV – Complete ROW acquisition and widen for from Willis Foreman Rd. to Tobacco Rd. (includes bridge @ Spirit Creek	■	■	■	■			GDOT, Augusta Engineering	Road ROW $9,970,630 Road CST $22,954,457	FHWA, GDOT, SPLOST Phases III & IV, TSPLOST Band 1
Windsor Spring Road Phase V – Complete ROW acquisition and widen from Willis Foreman Rd. to SR 88 in Hephzibah (includes bridge @ NS Railroad	■	■	■	■			GDOT, Augusta Engineering	Road ROW $6,990,000 Road CST $12,827,273	FHWA, GDOT, SPLOST Phases III & IV
Highland Avenue Resurfacing from Wrightsboro Road to Wheeler Road	■	■	■				Augusta Engineering	$288,178	TSPLOST Band 1
Walton Way Ext. Resurfacing from Robert C. Daniel to Walton Way	■	■	■				Augusta Engineering	$415,038	TSPLOST Band 1

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
Jackson Road Resurfacing from Walton Way to Wrightsboro Road	■	■	■				Augusta Engineering	$394,946	TSPLOST Band 1
Marks Church Road Widen from Wrightsboro Road to Wheeler Road	■	■	■				Augusta Engineering	$8,329,835	TSPLOST Band 1
Druid Park Improvements - Walton Way to Wrightsboro Road	■	■	■				GDOT, Augusta Engineering	$3,727,446	TSPLOST Band 1
Broad Street over Hawks Gully - Bridge Repair and Restoration	■	■	■				Augusta Engineering	$803,587	TSPLOST Band 1
Broad Street over the Augusta Canal - Bridge Repair & Restoration	■	■	■				Augusta Engineering	$1,487,581	TSPLOST Band 1
15th Street over Augusta Canal - Bridge Repair and Restoration	■	■	■				Augusta Engineering	$1,679,172	TSPLOST Band 1
Gordon Hwy. @ Deans Bridge Road Intersection Improvements	■	■	■				Augusta Engineering	$1,130,187	TSPLOST Band 1
Milledgeville Road Bridge Maintenance at Rocky Creek	■	■	■				Augusta Engineering	$102,203	TSPLOST Band 1

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
7th Street Bridge over Augusta Canal - Bridge Replacement	■	■	■				Augusta Engineering	$843,333	TSPLOST Band 1
Riverwatch Pkwy. Corridor Improvements from I-20 to River Shoals	■	■	■				Augusta Engineering	$2,672,981	TSPLOST Band 1
11th Street over the Augusta Canal - Bridge Repair and Restoration	■	■	■				Augusta Engineering	$652,771	TSPLOST Band 1
Calhoun Expressway Repair and Reconstruction	■	■	■				Augusta Engineering	$9,026,073	TSPLOST Band 1
Riverwatch Parkway Resurfacing - 15th Street to County Line	■	■	■				Augusta Engineering	$10,714,803	TSPLOST Band 1
Riverwatch Parkway and Fury's Ferry Road Intersection Improvements	■	■	■				Augusta Engineering	$547,547	TSPLOST Band 1
Riverwatch Parkway and Stevens Creek Road Intersection Improvements	■	■	■				Augusta Engineering	$457,104	TSPLOST Band 1
Signal Modification, Phase III – Bransford to Milledge Rd.	■	■	■				Augusta Engineering	$5,574,118	TSPLOST Band 1

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
Signal Modification, Phase III – Druid Park to heard Ave.	■	■	■				Augusta Engineering	$2,467,309	TSPLOST Band 1
Bath Edie Road and Highway 88 Intersection Improvements	■	■	■				Augusta Engineering	$505,883	TSPLOST Band 1
Old Waynesboro Road over Spirit Creek -Bridge Replacement	■	■	■				Augusta Engineering	$3,825,554	TSPLOST Band 1
Brothersville Road and Highway 88 Intersection Improvements	■	■	■				Augusta Engineering	$505,883	TSPLOST Band 1
Augusta Public Transit Operations and Maintenance	■	■	■	■	■	■	City, Augusta Public Transit	$750,000 per year (approx.)	TSPLOST
Daniel Field Airport – Install New Hangar Doors for both the Bulk and Maintenance Hangars	■	■					City, General Aviation Commission	$1,061,208	TSPLOST Band 1
Augusta Regional Airport - Rehabilitate Air Carrier and General Aviation Aprons	■	■					City, Augusta Aviation Commission	$8,914,572	TSPLOST Band 1
Implementation of Intelligent Transportation System	■	■	■				Augusta Engineering	$5,546,425	TSPLOST Band 1

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
Pleasant Home Road (Riverwatch Parkway to Walton Way Extension)				■	■	■	Augusta Engineering	$291,288	TSPLOST Band 2
Berckmans Road over Rae's Creek - Bridge Replacement				■	■	■	Augusta Engineering	$4,519,998	TSPLOST Band 2
Berckmans Road Realignment and Widening from Wheeler Road to Washington Road				■	■	■	Augusta Engineering	$20,357,207	TSPLOST Band 2
5th Street Bridge - Bridge Repair and Restoration				■	■	■	Augusta Engineering	$11,153,324	TSPLOST Band 2
State Route 4 / 15th Street Pedestrian Improvements – Calhoun Expwy. to Central Avenue				■	■	■	Augusta Engineering	$6,147,017	TSPLOST Band 2
State Route 4 / 15th St. - widen from Government St. to Milledgeville Rd. - acquire right-of-way and start construction		■	■	■	■	■	GDOT	Road ROW $16,685,123 Road CST $8,226,173	FHWA, GDOT, TSPLOST Band 2
James Brown Blvd. Reconstruction – Reynolds St. to Wrightsboro Rd.				■	■	■	Augusta Engineering	$6,975,428	TSPLOST Band 2

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Project	Year of Implementation						Responsibility	Estimated / Contract Cost	Funding Source
	2013	2014	2015	2016	2017	2018			
James Brown Blvd. Streetscape Enhancement Project – Reynolds St. to Adams St.	■	■	■				GDOT, City, DDA	$812,500	FHWA, City
Marvin Griffin Rd. – widen from 2 to 4 lanes from Mike Padgett Hwy. to Doug Barnard Pkwy.	■	■	■	■			Augusta Engineering	$6.0 M ±	SPLOST Phases II & III
Improvements to SR 104 / Riverwatch Parkway Median Barrier – Jones Street to I-20				■	■	■	Augusta Engineering	$17,246,472	TSPLOST Band 2, GDOT
Riverwatch Parkway Adaptive Signal Project				■	■	■	Augusta Engineering	$723,836	TSPLOST Band 2

KEY TO ABBREVIATIONS:

- NA – Not Available
- TBD – To Be Determined
- SPLOST – Special Purpose Local Option Sales Tax
- TSPLOST – Transportation Special Purpose Local Option Sales Tax

ORGANIZATIONS:

- DNR – Georgia Department of Natural Resources
- FHWA – Federal Highway Administration
- FTA – Federal Transit Administration
- HUD – U. S. Department of Housing and Urban Development

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- GDOT – Georgia Department of Transportation
- GA EPD – Georgia Environmental Protection Division
- GRU – Georgia Regents University (formed by consolidation of Georgia Health Sciences University and Augusta State University)
- City – City of Augusta
- AT – Augusta Tomorrow
- RCBOE – Richmond County Board of Education
- AHA – Augusta Housing Authority
- APDD – Augusta Planning and Development Department
- Augusta Engineering – Augusta Engineering Department
- AUD – Augusta Utilities Department
- HCD – Augusta Housing & Community Development Department
- LBA – Augusta, Georgia Land Bank Authority
- CVB – Augusta Convention & Visitors Bureau
- Chamber – Augusta Metro Chamber of Commerce
- GAP – Greater Augusta Progress
- ARTS – Augusta Regional Transportation Study
- GMCA – Georgia Medical Center Authority

Note: Some project start and / or completion dates were unknown at the time the Short Term Work Program was developed, and thus represent the best estimate of these dates

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Administrative Services Committee Meeting
5/28/2013 1:05 PM
South Augusta sustainable master plan

Department:

Caption: Update on the South Augusta sustainable master plan/ Augusta Tomorrow master plan with John Stout and Camille Price. (Requested by Mayor Pro Tem Corey Johnson) (Referred from May 13 Administrative Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:
